TRANSCRIPT OF RECORD

Supreme Court of the United States

OCTOBER TERM, 1939

No. 542

THE CITY OF YONKERS, PETITIONER,

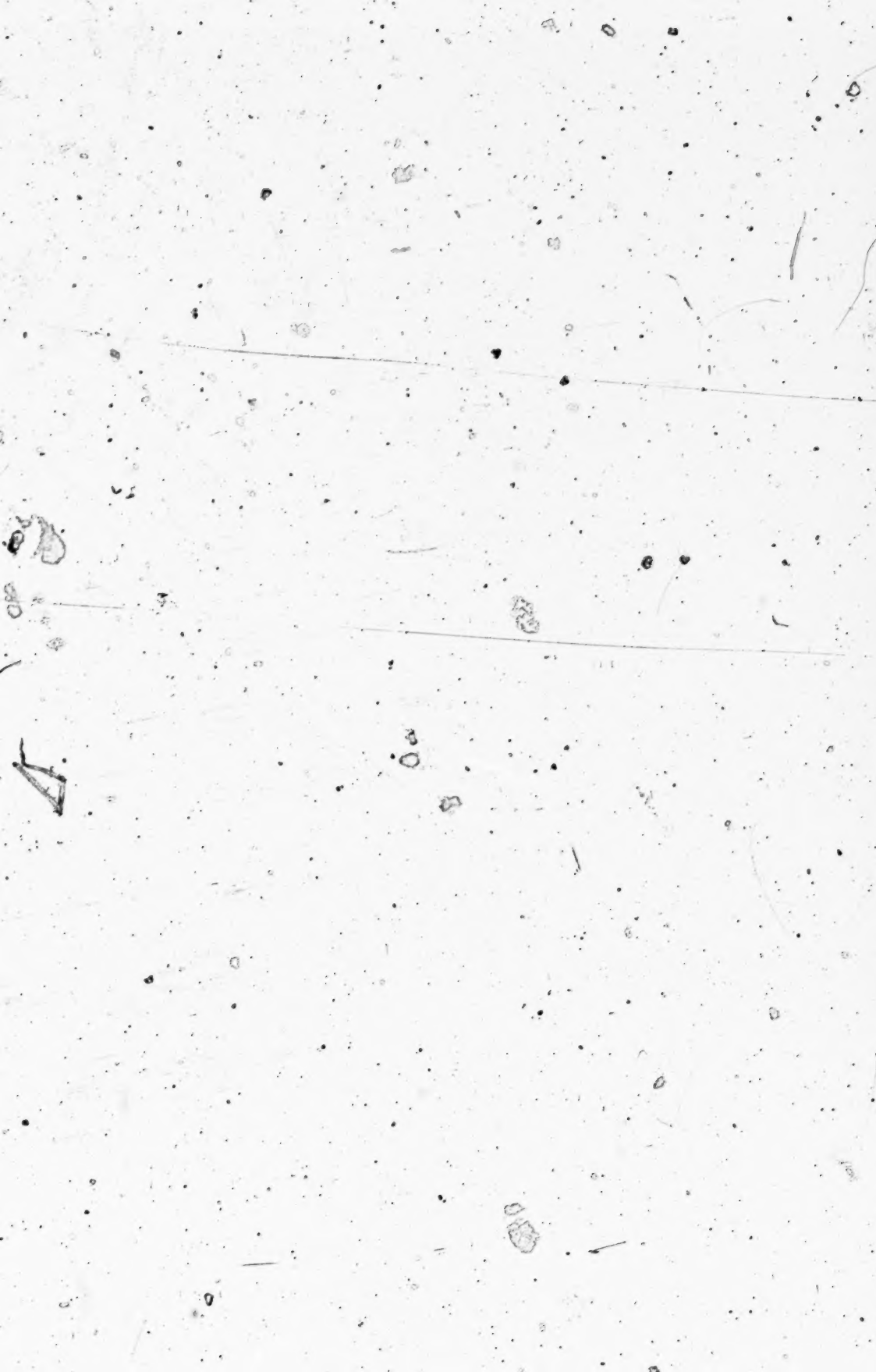
vs.

WALTER F. DOWNEY, RECEIVER OF THE FIRST NATIONAL BANK AND TRUST COMPANY OF YONKERS, IN LIQUIDATION

ON WRIT OF CERTIORARI TO THE UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SECOND CIRCUIT

PETITION FOR CERTIORARI FILED NOVEMBER 20, 1939.

CERTIORARI GRANTED DECEMBER 18, 1939.



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Walter F. Downey,
Direct 28
Cross 30

John B. Power,
Direct 31
Cross 38

Carl H. Vanvick,
Direct 48
Cross 55
Re-direct 56

WITNESS FOR DEFENDANT:

GUSTAV W. KLEIN,
Direct 69
Cross 73
Re-direct 76, 77
Re-cross 76

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	Offered at Page	Printed at Page
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United States Circuit Court of Appeals

FOR THE SECOND CIRCUIT.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation,
Plaintiff-Appellee,

against

THE CITY OF YONKERS,
Defendant-Appellant.

Statement Under Rule 13.

This is an appeal by the defendant above named from a judgment made and entered in the office of the Clerk of the United States District Court for the Southern District of New York on August 5, 1938, in the above entitled case in favor of the plaintiff, Walter F. Downey, Receiver of the First National Bank and Trust Company of Yonkers, in liquidation, against the defendant, The City of Yonkers, in the sum of $138,551.88 together with interest thereon in the sum of $21,344.71 and costs in the sum of $74.15.

This action was commenced on April 17, 1936, by the original plaintiff herein, Arthur E. Muth, as Receiver of the First National Bank and Trust Company of Yonkers, in liquidation, by the filing of a praecipe and the issuance of a summons.

The summons and complaint with proof of service were filed on April 23, 1936. The defendant filed an answer on July 21, 1936, which was thereafter amended by stipulation dated November 24, 1937. Walter F. Downey having been appointed Receiver of the First National Bank and Trust Company in the place of Arthur E. Muth on November 15,

4 *Statement Under Rule 13.*

1937, he was, by an order dated November 26, 1937, substituted as plaintiff herein in the place and stead of said Arthur E. Muth.

On January 5 and 6, 1938, this case was tried before Honorable John Knight without a jury, a jury having been waived by stipulation on the record. Judge Knight reserved decision.

On June 8, 1938, Judge Knight rendered his decision in favor of the plaintiff containing findings at the end thereof.

5 On July 18, 1938, additional findings of fact and conclusions of law which had been requested by plaintiff were signed by Judge Knight and on the same day Judge Knight signed a memorandum containing his rulings upon the defendant's requests for findings of fact and conclusions of law. The findings and memorandum were filed on or about July 29, 1938.

On August 3, 1938, costs were taxed in the sum of $74.15 and on August 5, 1938, judgment was entered by the plaintiff in the sum of $138,551.88 with interest thereon in the sum of $21,344.71.

Thereafter defendant made a motion to determine the
6 applicability of the new Rules of Civil Procedure for guidance on the appeal herein. Judge Knight determined under Rule 85 that the application of the new rules would not be feasible and would work injustice in this case. Accordingly, the former procedure has been followed herein, except that in addition appeal was taken under new procedure out of abundant caution.

On October 31, 1938, an appeal was allowed defendant from the said judgment of August 5, 1938.

There was no arrest, attachment or reference herein.

Plaintiff has appeared throughout the proceedings in the above entitled action by Benjamin W. Moore, Esq., and the defendant has appeared by Leonard G. McAneny, Esq., Corporation Counsel of The City of Yonkers.

Docket Entries.

4/17/36	Filed praecipe and issued summons.
4/23/36	Filed summons and complaint and aff. of service 4/23/36.
7/21/36	Filed stipulation extending time to answer to 7/23/36.
7/21/36	Filed answer of Defendant.
11/20/37	Filed note of issue motion to substitute party, plaintiff. Ret. 11/26/37.
11/23/37	Filed note of issue motion to amend answer. Ret. 11/26/37 (and copy of motion).
11/26/37	Filed aff. notice of motion to substitute Receiver as party plaintiff. No opposition, motion granted, Mandelbaum, J.
11/26/37	Filed order substituting Receiver as party plaintiff, Mandelbaum, J.
1/ 5/38	Before Knight, J. Trial begun. Jury waived by stip. Concluded. Decisions reserved.
6/13/38	Filed opinion No. 11,468. Plaintiff to recover $138,551.88. Knight, J.
7/29/38	Filed findings of fact and conclusions of law. Knight, J.
7/29/38	Filed Defendant's requests for findings and conclusions.
7/29/38	Filed opinion No. 11595 on Defendant's request for findings and conclusions. Knight, J.
8/ 3/38	Filed bill of costs taxed at $74.15.
8/ 5/38	Filed judgment No. 38412 for Plaintiff for $159,970.74.

10 *Docket Entries.*

9/26/38 Filed note of issue motion to determine. Civ. Rules 46 and 37. Ret. 10/4/38.

10/22/38 Filed affidavit and notice of motion to determine Civ. Rules 46 and 73.

10/22/38 Filed affidavit in opposition to motion to determine Civ. Rules 46 and 73.

10/22/38 Filed order denying motion to determine Civ. Rules 46 and 73. Knight, J.

11 10/28/38 Filed order extending time to file bill of exceptions to 1/7/39. Conger, J.

10/29/38 Filed exceptions. Knight, J.

10/31/38 Filed petition and order allowing appeal. Bondy, J.

10/31/38 Filed assignments of Errors.

10/31/38 Filed cost bond on appeal—Great American Indemnity Co.

11/ 1/38 Filed notice of appeal and mailed copy to Benjamin W. Moore, 11/2/38.

12 11/ 3/38 Filed citation. Ret. 30 days.

11/22/38 Filed Bill of Exceptions and settlement of same (Knight).

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Summons.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

ARTHUR E. MUTH, as Receiver of The First National Bank and Trust Company of Yonkers, New York,

against

THE CITY OF YONKERS.

L. 64, Page 51.

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To the above-named defendant:

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney within twenty days after the service of this summons, exclusive of the day of service. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

15

WITNESS, the Honorable John C. Knox, Judge of the District Court of the United States for the Southern District of New York, at the City of New York, this 17th day of April, A. D. 1936.

CHARLES WEISER,
Clerk.

(SEAL)

BENJAMIN W. MOORE,
Plaintiff's Attorney,
Office and Post Office Address:
30 South Broadway,
Yonkers, New York.

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Complaint.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

ARTHUR E. MUTH, as Receiver of The First National Bank and Trust Company of Yonkers, New York,

Plaintiff,

17 *against*

THE CITY OF YONKERS,

Defendant.

Plaintiff complaining of the defendant, by his attorney, Benjamin W. Moore, alleges:

FOR A FIRST CAUSE OF ACTION.

First.—That at all times since the 30th day of September, 1929 the First National Bank and Trust Company
18 of Yonkers has been a national banking corporation organized and existing under the laws of the United States with its principal place of business in the City of Yonkers, County of Westchester and State of New York.

Second.—That the defendant was at all times hereinafter mentioned and now is a municipal corporation duly organized and existing under the Laws of the State of New York.

Third.—That on the 4th day of March, 1933 said First National Bank and Trust Company of Yonkers, New York

suspended all transactions and business and thereafter never reopened in the regular course of business, and that on the 20th day of March, 1933 the Comptroller of the Currency of the United States acting under and pursuant to the Bank Conservation Act enacted by the Congress of the United States on March 9, 1933 duly appointed Percival W. Trudeau as Conservator of said First National Bank and Trust Company of Yonkers, and said Conservator, under the direction of said Comptroller, on said March 20, 1933, duly took possession of the books, records and assets of every description of said First National Bank and Trust Company of Yonkers, New York and continued to act as such Conservator until July 24, 1933: that Louis D. Rossire was on said July 24, 1933, by like authority, duly appointed by said Comptroller of the Currency as successor Conservator of said First National Bank and Trust Company of Yonkers, New York in the place and stead of said Percival W. Trudeau; and that said Louis D. Rossire duly qualified as such Conservator and continued to act as such until the 23rd day of January, 1934: that the said Comptroller of the Currency had become satisfied of the insolvency of said First National Bank and Trust Company of Yonkers, New York and that the plaintiff was on that day duly appointed by said Comptroller of the Currency as Receiver of the said First National Bank and Trust Company of Yonkers, New York to liquidate said bank as of the said 4th day of March, 1933, and that the plaintiff has duly qualified and is now acting as such Receiver.

Fourth.—Upon information and belief that from the said 30th day of September, 1929 the defendant has maintained certain of its funds in a deposit account in said Bank under the caption "Treasurer, City of Yonkers" and on the said 4th day of March, 1933 the credit balance of

said deposit account, together with accrued interest computed to the said 4th day of March, 1933, amounted to the sum of $280,545.24.

Fifth.—Upon information and belief that from the said 30th day of September, 1929, and on divers dates during the existence of said deposit account, maintained as aforesaid by the defendant, said First National Bank and Trust Company of Yonkers, New York pledged with and to the defendant, as security for the repayment of the indebtedness evidenced by said deposit account and as security for 23 the repayment of the indebtedness evidenced by certain other deposit accounts, certain of the assets of the said Bank consisting of various and sundry bonds, a schedule of which is attached hereto, marked Exhibit A, and made a part of this complaint, and that the pledge of assets so made to secure the repayment of the indebtedness evidenced by the deposit account maintained as aforesaid by the defendant was unlawful, illegal, *ultra vires*, null and void.

Sixth.—Upon information and belief that on divers dates from the said 20th day of March, 1933 to or about the 16th day of December, 1933 all of the aforesaid assets 24 so pledged with the defendant were recovered from the defendant by payments on account of all the aforesaid deposit accounts and on the 22nd day of January, 1934 the deposit account maintained as aforesaid by the defendant stood paid out in full except for the sum of $126.49.

Seventh.—That under date of December 16, 1933 there was made available to all creditors of the said Bank a first dividend of 40% of the amount of their deposits at the time of the Bank's suspension.

Eighth.—That the said payments referred to in paragraph marked "Sixth" of this complaint on account of

the deposit account maintained by the defendant as aforesaid were not ratable with and proportionate to the said dividend made available to the other creditors of said Bank and were unlawful, illegal, *ultra vires,* null and void.

Ninth.—That there is now justly due and owing from the defendant to the plaintiff the sum of $168,200.65 representing the difference between the said 40% dividend and the said payments totalling $280,418.75.

Tenth.—That no part of said sum has been paid although payment thereof has been duly demanded.

FOR A SECOND CAUSE OF ACTION.

Eleventh.—That the plaintiff realleges, as though here fully set forth, each and every allegation contained in the paragraphs of this complaint marked "First", "Second", "Third" and "Seventh".

Twelfth.—Upon information and belief that from the said 30th day of September, 1929 the defendant maintained certain of its funds in a deposit account in said Bank under the caption "City of Yonkers" and on the said 4th day of March, 1933 the credit balance of said deposit account, together with accrued interest computed to the said 4th day of March, 1933 amounted to the sum of $1,502.84.

Thirteenth.—Upon information and belief that from the said 30th day of September, 1929, and on divers dates during the existence of said deposit account, maintained as aforesaid by the defendant, said First National Bank and Trust Company of Yonkers, New York pledged with and to the defendant, as security for the repayment of the indebtedness evidenced by said deposit account and as security for the repayment of the indebtedness evidenced

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by certain other deposit accounts, certain of the assets of the said Bank consisting of various and sundry bonds, a schedule of which is attached hereto, marked Exhibit A, and made a part of this complaint, and that the pledge of assets so made to secure the repayment of the indebtedness evidenced by the deposit account maintained as aforesaid by the defendant was unlawful, illegal, *ultra vires*, null and void.

Fourteenth.—Upon information and belief that on
29 divers dates from the said 20th day of March, 1933 to or about the 16th day of December, 1933 all of the aforesaid assets so pledged with the defendant were recovered from the defendant by payments on account of all of the aforesaid deposit accounts and on the 21st day of July, 1933 the deposit account maintained as aforesaid by the defendant stood paid out in full.

Fifteenth.—That the said payments referred to in paragraph marked "Fourteenth" of this complaint on account of the deposit account maintained by the defendant as aforesaid were not ratable with and proportionate to the said dividend made available to other creditors of the said
30 Bank and were unlawful, illegal, *ultra vires*, null and void.

Sixteenth.—That there is now justly due and owing from the defendant to the plaintiff the sum of $901.70 representing the difference between the said 40% dividend and the said payments totalling $1,502.84.

Seventeenth.—That no part of said sum has been paid although payment thereof has been duly demanded.

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FOR A THIRD CAUSE OF ACTION.

Eighteenth.—That the plaintiff realleges, as though here fully set forth, each and every allegation contained in the paragraphs of this complaint marked "First", "Second", "Third" and "Seventh".

Nineteenth.—Upon information and belief that from the said 30th day of September, 1929 the defendant maintained certain of its funds in a deposit account in said Bank under the caption "Nepperhan Sewer Fund" and on 32
the said 4th day of March, 1933 the credit balance of said deposit account, together with accrued interest computed to the said 4th day of March, 1933, amounted to the sum of $621.88.

Twentieth.—Upon information and belief that from the said 30th day of September, 1929, and on divers dates during the existence of said deposit account, maintained as aforesaid by the defendant, said First National Bank and Trust Company of Yonkers, New York pledged with and to the defendant, as security for the repayment of the indebtedness evidenced by said deposit account and as 33
security for the repayment of the indebtedness evidenced by certain other deposit accounts, certain of the assets of the said Bank consisting of various and sundry bonds, a schedule of which is attached hereto, marked Exhibit A, and made a part of this complaint, and that the pledge of assets so made to secure the repayment of the indebtedness evidenced by the deposit account maintained as aforesaid by the defendant was unlawful, illegal, *ultra vires*, null and void.

Twenty-first.—Upon information and belief that on divers dates from the said 20th day of March, 1933 to or

34 *Complaint.*

about the 16th day of December, 1933 all of the aforesaid assets so pledged with the defendant were recovered from the defendant by payments on account of all the aforesaid deposit accounts and on the 4th day of May, 1933 the deposit account maintained as aforesaid by the defendant was paid out in full.

Twenty-second.—That the said payment referred to in paragraph marked "Twenty-first" of this complaint of the deposit account maintained by the defendant as aforesaid
35 was not ratable with and proportionate to the said dividend made available to the other creditors of the said Bank and was unlawful, illegal, *ultra vires*, null and void.

Twenty-third.—That there is now justly due and owing to the plaintiff from the defendant the sum of $373.13 representing the difference between the said 40% dividend and the said payment of $621.88.

Twenty-fourth.—That no part of said sum has been paid although payment thereof has been duly demanded.

WHEREFORE, plaintiff demands judgment against the de-
36 fendant for the sum of $169,475.48 with interest upon the sum of $168,200.65 from the 22nd day of January, 1934, and with interest upon the sum of $901.70 from the 21st day of July, 1933, and with interest upon the sum of $373.13 from the 4th day of May, 1933, besides the costs and disbursements of this action.

BENJAMIN W. MOORE,
Attorney for Plaintiff,
Office & P. O. Address,
30 South Broadway,
Yonkers, New York.

Schedule A.

Description of Assets Pledged	Face Value
Fourth 4¼ Liberty Loan Bonds	$ 40,000.00
Town of Cortland, New York	37,000.00
City of New York, Corp. Stock	10,000.00
Town of Tonawanda, Sewer Bonds	45,000.00
City of Yonkers, School Bonds	10,000.00
United States Fourth Liberty Loan Bonds, 4¼%	15,000.00
State of Arkansas, 4½s, due 1942	50,000.00
Butte, Montana, 6s, due 1941	15,000.00
Charlotte, North Carolina, 4½s, due 1934	5,000.00
Galveston, Texas, 5s, due 1933-1935	12,000.00
Town of Greenburgh, New York, 4½s, due 1946	15,000.00
Town of Greenburgh, New York, 4½s, due 1953	5,000.00
Town of Greenburgh, New York, 4½s, due 1954	1,000.00
Town of Huntington, Long Island, 4½s, due 1938	2,000.00
Town of Huntington, Long Island, 4½s, due 1945	2,000.00
Town of Huntington, Long Island, 4½s, due 1946	7,000.00
County of Jefferson, Alabama, 5s, due 1947	15,000.00
State of Louisiana, 4¾s, 1973	10,000.00
State of Louisiana, 4½s, 1953	5,000.00
New Orleans, 4½s, due 1956	5,000.00
City of New York, 4½s, due 1965	10,000.00
Norfolk, Virginia, 4½s, due 1935	10,000.00
Norfolk, Virginia, 4½s, due 1935	15,000.00

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40 *Complaint.*

Description of Assets Pledged	Face Value
State of Oregon, 5½s, due 1937	$ 2,500.00
State of Oregon, 5½s, due 1938	2,500.00
State of Oregon, 5½s, due 1938	2,500.00
State of Oregon, 5½s, due 1945	2,500.00
State of Oregon, 5½s, due 1945	2,500.00
State of Oregon, 5½s, due 1946	2,500.00
City of Orlando, Florida, 5½s, due 1952	25,000.00
Portsmouth, Virginia, 5s, due 1954	10,000.00
City and County of San Francisco, 5s, due 1945	10,000.00
41 Village of Sea Cliff, New York, 5s, due 1933	1,000.00
State of South Dakota, 5s, due 1938	15,000.00
Winston-Salem, North Carolina, 4¾s, due 1936	14,000.00
Canadian, Int. Paper, 6s, due 1949	25,000.00
Comm. of Kentucky, 4½s, due 1950	50,000.00
Town of Lyndhurst, 5½s, due 1934	55,000.00
State of New Mexico, 6s, due 1935	25,000.00
Bay City, 4s, due 1935	3,000.00
Seattle, Washington, 5s, due 1934	6,000.00
Seattle, Washington, 5s, 1940	2,000.00
Teaneck, New Jersey, 4½s, due 1934	25,000.00
42 Union, 6s, due 1934	25,000.00
Ohio Public Service, 6s, due 1953	30,000.00
South Bay Cons. Water Co., 5s, due 1950	10,000.00
Laclede Gas Light Co., 5½s, due 1935	5,000.00
Total Face Value	$692,000.00

(Duly verified by Arthur E. Muth on April 22, 1936.)

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Answer as Amended by Stipulation, Dated November 23, 1937.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

ARTHUR E. MUTH, as Receiver of The First National Bank and Trust Company of Yonkers, New York,

against

THE CITY OF YONKERS.

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The defendant by Leonard G. McAneny, Corporation Counsel of the City of Yonkers, for its answer to the plaintiff's complaint, respectfully shows and alleges:

As to the First Cause of Action:

First.—Denies each and every allegation of said complaint in paragraphs numbered "Eighth", "Ninth", and "Tenth". 45

Second.—Denies any knowledge or information sufficient to form a belief as to allegations contained in paragraphs numbered "Third", and "Seventh".

Third.—Denies each and every allegation of said complaint in paragraph numbered "Fifth", insofar as it is alleged that the pledge of assets made to secure the repayment of the indebtedness evidenced by the dposit account maintained by the City of Yonkers was unlawful, illegal, *ultra vires*, null and void. Further denies that the schedule

46 *Answer as Amended by Stipulation, Dated November 23, 1937.*

as set forth and marked "Exhibit A" is a correct list of the securities pledged with the City of Yonkers on or about the 4th day of March, 1933, in that the following bonds on or about said date was not in possession of said City:

Fourth 4½ Liberty Loan Bonds	$40,000.00
Town of Cortland, New York	37,000.00
City of New York, Corp. Stock	10,000.00
Town of Tonawanda, Sewer Bonds	45,000.00
City of Yonkers, School Bonds	10,000.00
47 United States Fourth Liberty Loan Bonds, 4½%	15,000.00

Fourth.—Admits each and every allegation of said complaint in paragraph numbered "Fourth" except denies that the amount together with accrued interest computed to the 4th day of March, 1933 amounted to the sum of $280,545.24.

Fourth—A. Denies each and every allegation contained in the paragraphs of the complaint numbered "Sixth", "Fourteenth" and "Twenty-first".

48 *As a First, Separate and Complete Defense to the First Cause of Action, the Defendants Further Allege:*

Fifth.—That upon information and belief that on or before the 4th day of March, 1933, the First National Bank and Trust Company of Yonkers had the authority to pledge its assets to secure public money in the State of New York.

Sixth.—That prior to the 3rd day of March 1933, the said First National Bank and Trust Company of Yonkers pledged certain securities with the City of Yonkers as se-

curity for the repayment of its deposits by the said bank, as more clearly shown by plaintiff's "Exhibit A" except as hereinbefore denied. 49

Seventh.—That the said deposit of the City of Yonkers was a public fund of the said City.

As a Second, Separate and Complete Defense to the First Cause of Action, the Defendants Further Allege: 50

Eighth.—That upon information and belief that on or about the 4th day of March, 1933, the City of Yonkers held as security for its deposits negotiable bonds in the sum of $535,000.00, of the First National Bank and Trust Company of Yonkers.

Ninth.—That upon information and belief there was on deposit on the 4th day of March, 1933 to the credit of the City of Yonkers' depositor's account the sum of $275,105.53.

Tenth.—That upon information and belief that prior to the 2nd day of May, 1933, Percival W. Trudeau, as Conservator of the First National Bank and Trust Company of Yonkers, voluntarily released all moneys of the said City of Yonkers to the said City. 51

Eleventh.—That upon information and belief the said release of said City's deposits was made pursuant to instructions of the Comptroller of Currency of the United States or his deputies.

Twelfth.—That upon information and belief that said City deposits were released only after an opinion was

52 *Answer as Amended by Stipulation, Dated November 23, 1937.*

given to the Conservator, Percival W. Trudeau, by his attorney.

Thirteenth.—That the said City of Yonkers relying upon the voluntary return of all moneys of the said City surrendered to the Conservator of the First National Bank and Trust Company of Yonkers the aforesaid securities in the sum of $535,000.00.

Fourteenth.—That the said payment by the Conser-
53 vator and his successor was voluntary and without duress or fraud and cannot be recovered back.

Fifteenth.—That in consideration for the return of all moneys of the said City of Yonkers, the said City returned to the Conservator of the First National Bank and Trust Company bonds owned by the said Bank in the sum of $535,000.00 and were returned to the said Bank in full satisfaction and discharge of any claim of the plaintiff in the complaint mentioned and in view of all demands to that date.

54 *As a Third, Separate and Complete Defense to the First Cause of Action, Defendants Further Allege:*

Sixteenth.—That on or about the 2nd day of May, 1933, Percival W. Trudeau, as Conservator of the First National Bank and Trust Company of Yonkers, in consideration of the return of securities held by the City of Yonkers in the sum of $535,000.00, released the deposits of the said City of Yonkers, and that the said release of the deposits constituted a release of the defendant of and from all liability to the plaintiff for any and all claims of the plaintiff, Bank,

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against the defendant, City of Yonkers, including the alleged cause of action set forth in the complaint and against any and all claim in regard to said deposit which might thereafter arise against the defendant for and on account of anything done by the defendant prior to the date of the release of said moneys.

As a Fourth, Separate and Complete Defense to the First Cause of Action, the Defendants Further Allege:

56

Seventeenth.—That the aforesaid payments to the City of Yonkers of its deposits were voluntary payments, and at the time of said payments, the First National Bank and Trust Company of Yonkers was not insolvent.

AS TO THE SECOND CAUSE OF ACTION.

Eighteenth.—Denies any allegation or information sufficient to form a belief as to allegations contained in paragraph numbered "Eleventh" hereinbefore denied, to wit: paragraph marked "Seventh".

57

Nineteenth.—Admits each and every allegation of said complaint numbered "Thirteenth" except denies the schedule of bonds pledged with the said City of Yonkers and marked plaintiff's "Exhibit A" as hereinbefore denied, and denies that the said pledge of assets to secure the repayment of the indebtedness evidenced by the deposit account as maintained by the defendant, was unlawful, illegal, *ultra vires*, and null and void.

Twentieth.—Denies each and every allegation of said complaint in paragraphs numbered "Fifteenth", "Sixteenth", and "Seventeenth".

58 *Answer as Amended by Stipulation, Dated November 23, 1937.*

As a First, Separate and Complete Defense to the Second Cause of Action, the Defendants Further Allege:

Twenty-first.—That upon information and belief that on or before the 4th day of March, 1933, the First National Bank and Trust Company of Yonkers had the authority to pledge its assets to secure public money in the State of New York.

59 *Twenty-second.*—That prior to the 3rd day of March, 1933, the said First National Bank and Trust Company of Yonkers pledged certain securities with the City of Yonkers as security for the repayment of its deposits by the said bank, as more clearly shown by plaintiff's "Exhibit A", except as hereinbefore denied.

Twenty-third.—That the said deposit of the City of Yonkers was a public fund of the said City.

As to the second, separate and complete defense to the second cause of action, the defendants further

60 *allege:*

Twenty-fourth.—That upon information and belief that on or about the 4th day of March, 1933, the City of Yonkers held as security for its deposits negotiable bonds in the sum of $535,000.00, of the First National Bank and Trust Company of Yonkers.

Twenty-fifth.—That upon information and belief that prior to the 2nd day of May, 1933, Percival W. Trudeau, as Conservator of the First National Bank and Trust Company of Yonkers, voluntarily released all moneys of the said City of Yonkers to the said City.

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Twenty-sixth.—That upon information and belief the said release of said City's deposits was made pursuant to instructions of the Comptroller of Currency of the United States or his deputies.

Twenty-seventh.—That upon information and belief that said City deposits were released only after an opinion was given to the Conservator, Percival W. Trudeau, by his attorney.

Twenty-eighth.—That the said City of Yonkers relying 62
upon the voluntary return of all moneys of the said City surrendered to the Conservator of the First National Bank and Trust Company of Yonkers the aforesaid securities in the sum of $535,000.00.

Twenty-ninth.—That the said payment by the Conservator and his successor was voluntary and without duress or fraud, and cannot be recovered back.

Thirtieth.—That in consideration for the return of all moneys of the said City of Yonkers, the said City returned to the Conservator of the First National Bank and Trust 63
Company bonds owned by the said Bank in the sum of $535,000.00 and were returned to the said Bank in full satisfaction and discharge of any claim of the plaintiff in the complaint mentioned and in view of all demands to that date.

As to the third, separate and complete defense to the second cause of action, the defendants further allege:

Thirty-first.—That on or about the 2nd day of May, 1933, Percival W. Trudeau, as Conservator of the First

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National Bank and Trust Company of Yonkers, in consideration of the return of securities held by the City of Yonkers in the sum of $535,000.00, released the deposits of the said City of Yonkers, and that the said release of the deposits constituted a release of the defendant of and from all liability to the plaintiff for any and all claims of the plaintiff, Bank, against the defendant, City of Yonkers, concluding the alleged cause of action set forth in the complaint and against any and all claim in regard to said deposit which might thereafter arise against the defendant
65 for and on account of anything done by the defendant prior to the date of the release of said moneys.

As to the fourth, separate and complete defense to the second cause of action, the defendants further allege:

Thirty-second.—That the aforesaid payments to the City of Yonkers of its deposits were voluntary payments, and at the time of said payments, the First National Bank and Trust Company of Yonkers was not insolvent.

66

AS TO THE THIRD CAUSE OF ACTION.

Thirty-third.—Admits each and every allegation of said complaint numbered "Eighteenth" except denies any knowledge or information sufficient to form a belief as to allegations contained in sub-paragraphs numbered "Third" and "Seventh".

Thirty-fourth.—Admits each and every allegation of said complaint numbered "Twentieth" except denies that the said pledge of assets to secure the repayment of the indebtedness evidenced by the deposit account maintained

Answer as Amended by Stipulation, Dated November 23, 1937.

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by the defendant was unlawful, illegal, *ultra vires*, or null and void.

Thirty-fifth.—Denies each and every allegation of said complaint numbered "Twenty-second", "Twenty-third" and "Twenty-fourth".

As to the First Separate and Complete Defense to the Third cause of Action, the Defendants Further Allege:

68

Thirty-sixth.—That upon information and belief that on or before the 4th day of March, 1933, the First National Bank and Trust Company of Yonkers had the authority to pledge its assets to secure public money in the State of New York.

Thirty-seventh.—That prior to the 3rd day of March, 1933, the said First National Bank and Trust Company of Yonkers pledged certain securities with the City of Yonkers as Security for the repayment of its deposits by the said bank, as more clearly shown by plaintiff's "Exhibit A", except as hereinbefore denied.

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Thirty-eighth.—That the said deposit of the City of Yonkers was a public fund of the said City.

As to the Second Separate and Complete Defense to the Third cause of Action, the Defendants Further Allege:

Thirty-ninth.—That upon information and belief that on or about the 4th day of March, 1933, the City of Yonkers held as security for its deposits negotiable bonds in the

70 *Answer as Amended by Stipulation, Dated November 23, 1937.*

sum of $535,000.00, of the First National Bank and Trust Company of Yonkers.

Fortieth.—That upon information and belief that prior to the 2nd day of May, 1933, Percival W. Trudeau, as Conservator of the First National Bank and Trust Company of Yonkers, voluntarily released all moneys of the said City of Yonkers to the said City.

Forty-first.—That upon information and belief the said release of said City's deposits was made pursuant to in-
71 structions of the Comptroller of Currency of the United States or his deputies.

Forty-second.—That upon information and belief that said City deposits were released only after an opinion was given to the Conservator, Percival W. Trudeau, by his attorney.

Forty-third.—That the said City of Yonkers relying upon the voluntary return of all moneys of the said City surrendered to the Conservator of the First National Bank and Trust Company of Yonkers the aforesaid securities in the sum of $535,000.

72 *Forty-fourth.*—That the said payment by the Conservator and his successor was voluntary and without duress or fraud, and cannot be recovered back.

Forty-fifth.—That in consideration for the return of all moneys of the said City of Yonkers, the said City returned to the Conservator of the First National Bank and Trust Company bonds owned by the said Bank in the sum of $535,000.00 and were returned to the said Bank in full satisfaction and discharge of any claim of the plaintiff in the complaint mentioned and in view of all demands to that date.

Answer as Amended by Stipulation, Dated November 23, 1937.

As to a Third, Separate and Complete Defense to the Third cause of Action, the Defendants Further Allege:

Forty-sixth:—That on or about the 2nd day of May, 1933, Percival W. Trudeau, as Conservator of the First National Bank and Trust Company of Yonkers, in consideration of the return of securities held by the City of Yonkers in the sum of $535,000.00, released the deposits of the said City of Yonkers, and that the said release of the deposits constituted a release of the defendant of and from all liability to the plaintiff for any and all claims of the plaintiff, Bank, against the defendant, City of Yonkers, concluding the alleged cause of action set forth in the complaint and against any and all claim in regard to said deposit which might thereafter arise against the defendant for and on account of anything done by the defendant prior to the date of the release of said moneys.

As to a Fourth, Separate and Complete Defense to the Third cause of Action, the Defendants Further Allege:

Forty-seventh:—That the aforesaid payments to the City of Yonkers of its deposits were voluntary payments, and at the time of said payments, the First National Bank and Trust Company of Yonkers was not insolvent.

WHEREFORE, Defendant demands judgment dismissing the complaint as to the First, Second and Third Causes of Action together with costs and disbursements of this action.

LEONARD G. McANENY,
Corporation Counsel,
Attorney for Defendant,
City Hall, Yonkers, New York.

(Duly verified by Joseph F. Loehr, on July 18, 1936.)

Stipulation Amending Complaint and Answer.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

ARTHUR E. MUTH, as Receiver of The First National Bank and Trust Company of Yonkers, New York,
Plaintiff,

against

THE CITY OF YONKERS,
Defendant.

L. 64-51.

The attorney for the plaintiff hereby consents to the motion made by the defendant dated November 22, 1937, to amend the defendant's answer by inserting and including in said answer a paragraph as follows:

> 'Fourth—A: Denies each and every allegation contained in the paragraphs of the complaint numbered "Sixth", "Fourteenth" and "Twenty-first".'

The attorney for the defendant stipulates and agrees that in consideration of the above consent by the attorney for the plaintiff that the plaintiff may, upon the trial of this action, present proof that the payments referred to in paragraphs numbered "Sixth", "Fourteenth" and "Twenty-first" of the complaint occurred from and after the 3rd day of March, 1933, and said Complaint and Answer are hereby deemed to have been amended accordingly.

Dated, November 23, 1937.

BENJAMIN W. MOORE,
Attorney for Plaintiff.

LEONARD G. MCANENY,
Attorney for Defendant.

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Bill of Exceptions.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation,
Plaintiff,

vs.

THE CITY OF YONKERS,
Defendant.

L. 64-51.

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BE IT REMEMBERED that at a stated term of the District Court of the United States for the Southern District of New York, on January 5 and 6, 1938, before the Honorable John Knight, United States District Judge for the Western District of New York, then sitting in and for the Southern District of New York, presiding, the following proceedings were had:

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Appearances:

BENJAMIN W. MOORE, Esq., and MILTON L. ROMM, Esq., Attorneys and Counsel for Plaintiff.

LEONARD G. MCANENY, Esq., Corporation Counsel of the City of Yonkers, MORRIS ROSENWASSER, Esq., First Assistant Corporation Counsel, and HAROLD T. GARRITY, Esq., Assistant Corporation Counsel, Attorneys and Counsel for Defendant.

Mr. Moore: The jury is waived.

82 *Walter F. Downey, Plaintiff—Direct.*

The Court: The stenographer will note the stipulation then.

Mr. Moore: We talked this matter over during the intermission and we have come to the conclusion that with your consent that we put Mr. Downey on this afternoon and then adjourn to permit Mr. Power to go to the City Hall in the City of Yonkers with these checks and work with a man from the Comptroller's office that we will be able to do it much more expeditiously tomorrow. If it meets with the ap-
83 proval of the Court, we will call Mr. Downey and complete his testimony and then we will call it a day.

The Court: All right.

WALTER F. DOWNEY, the plaintiff herein, called as a witness in his own behalf, being duly sworn, testified as follows:

Direct examination by Mr. Moore:

Mr. Moore: I offer in evidence a certified copy of
84 the appointment of Percival W. Trudeau as Conservator of the bank.

Mr. McAneny: I object to this document as incompetent, irrelevant and immaterial and not binding on the defendant and that the proof as to the matters alleged in the complaint would require the production of Mr. Trudeau so as to permit him to be cross examined as to matters within his knowledge, because the defendant does not admit in any way the insolvency of the plaintiff banking institution. The defendant holds that it is incumbent upon the plaintiff in this proceeding to prove insolvency and that this documentary evidence is no proof of such in-

solvency in any sense binding on the plaintiff, and therefore it is incompetent, irrelevant and immaterial and certainly if such evidence, if not connected by further evidence in the case, as must be construed, so far as this defendant is concerned, as a self-serving declaration.

The Court: I see this third paragraph of the complaint is denied here, where it was not before.

Mr. Moore: That is right. That is part of the answer.

The Court: I think it is competent anyway as part of the proof. Anyway, I will overrule the objection. You have two or three certificates? 86

Mr. Moore: Yes. I offer the appointment of Louis B. Rossire and the appointment of Arthur E. Muth as Receiver.

Mr. McAneny: The first two are subject to the same objection. As to Mr. Muth's appointment, we do not raise any questions.

(Marked Plaintiff's Exhibits Nos. 1, 2, 3 and 4.)

The Court: As to the certified copy of the appointment of Mr. Muth, no objection is made, as I understand it. 87

Mr. McAneny: That is correct.

The Court: As to the others, the defendant objects, and the objection is overruled and an exception is allowed to the defendant.

How about Mr. Downey's appointment?

Mr. McAneny: I have no objection to that.

Q. Mr. Downey, have you qualified as receiver of the First National Bank and Trust Company of Yonkers, New York? A. Yes.

Q. Are you now acting as such receiver? A. Yes.

88 *Walter F. Downey, Plaintiff—Cross:*

Q. Are you in charge of the liquidation of the First National Bank and Trust Company of Yonkers? A. Yes.

Q. Was the first dividend of 40 per cent made available to the general depositors on December 16, 1933? A. Yes.

Q. Was a second dividend of 10 per cent made available to the general depositors on November 3, 1937? A. Yes.

Mr. Moore: That is all.

Cross examination by Mr. McAneny:

89 Q. Mr. Downey, you had no connection with the First National Bank and Trust Company prior to the date of your appointment as receiver, did you? A. Not directly with it.

Q. Not in the City of Yonkers, did you? A. No. In my position in Washington as personnel officer I came in contact with the affairs of other receiverships, also including examinations by receivership examiners and the reports, including confidential sections of these reports that crossed over my desk. Other than that, prior to my appointment as receiver I had no knowledge of the affairs of the First National Bank and Trust Company of Yonkers.

90 Q. This statement you made with regard to dates are from your reading of the records of the bank? A. Gained from reading the records and correspondence of the receivership.

Mr. McAneny: That is all.

Mr. Moore: That is all. Can we have the adjournment now?

The Court: Yes.

Mr. Moore: I think we will save a lot of time by doing so.

The Court: We will adjourn now until tomorrow morning at half-past ten.

(Adjourned to January 6, 1938 at 10:30 a. m.)

New York, January 6, 1938; 10:30 a. m.

TRIAL RESUMED.

JOHN B. POWER, called as a witness on behalf of the plaintiff, being duly sworn, testified as follows:

Direct examination by Mr. Moore:

Q. What is your present employment? A. I am a clerk in the employ of the Receiver of the First National Bank and Trust Company of Yonkers, in Liquidation.

92 Q. Were you an employee of the First National Bank and Trust Company of Yonkers, the old First National Bank and Trust Company of Yonkers? A. Yes.

Q. For how long? A. Since October 1, 1929.

Q. What position did you hold there? A. Assistant cashier.

Q. Did you continue in the employ of the Conservators and Receivers? A. Yes, sir.

Q. Do you recall March 4, 1933? A. Yes.

Q. What day of the week was that? A. Saturday.

Q. Was the bank open for any kind of business on that day? A. No.

93 Mr. McAneny: I object to that on the ground that the witness is not qualified, not being an officer of the institution and not being otherwise qualified to answer that question, and that the question calls for a conclusion of the witness, and that it is incompetent, irrelevant and immaterial, and the answer could not be binding on the defendant.

The Court: He can show what position he held.

Mr. Moore: He was assistant cashier on that day, in the employ of the bank.

The Court: He was an assistant cashier, and did some work there?

94 *John B. Power, for Plaintiff—Direct.*

Mr. Moore: Yes.

The Witness: Yes.

The Court: You can show where he was on March 4th.

Q. Where were you on March 4th? A. In the bank.

Q. Was the bank open for any kind of business on that day?

Mr. McAneny: I object to the question as calling for a conclusion. He can state whether business was
95 done and what business was done, if he has knowledge of it.

The Court: I assume this calls for his personal knowledge.

Mr. McAneny: And I object to it, your Honor, as the wording of the question is whether the bank was open for business. That calls for a legal conclusion.

Mr. Moore: It does not. He would know whether the bank is closed or whether the bank is open.

Mr. McAneny: I object.

The Court: I think it is a statement of fact. Ob-
96 jection overruled; exception to the defendant.

Q. Was the bank open for any kind of business on that day? A. No.

Mr. Moore: I want to offer in evidence a copy of the Proclamation of the Governor of the State of New York closing all banks of the State on March 4, 1933 and the further Proclamation of March 6, 1933.

Mr. McAneny: I object to the characterization of it being a proclamation. I think whatever they are must appear on the face of them.

The Court: I think it shows for itself, and I will permit it. The paper shows for itself. I do not think the characterization makes any difference.

(Marked Plaintiff's Exhibits Nos. 5 and 6.)

Q. Mr. Power, did the bank ever again open for regular business?

Mr. McAneny: I object to that upon the same ground, as calling for a conclusion. The witness is not qualified, and it does not ask for a statement of fact. 98

The Court: I do not know whether he has been employed there continuously since that time.

Mr. Moore: Yes, he said he had been employed by the bank and then by the conservators.

The Court: Overruled.

Mr. McAneny: Exception.

The Witness: The question again, please?

Q. Did the bank ever again reopen for regular business? A. No.

Q. I show you a book open at a certain page and ask you what this book is. A. This is the deposit record of the 99 First National Bank and Trust Company showing the account of the Treasurer of the City of Yonkers.

Mr. Moore: May I have it marked for identification?

(Marked Plaintiff's Exhibit No. 7 for identification.)

The Court: Were Exhibits 1, 2, 3 and 4 marked for identification or in evidence?

Mr. Moore: No, they were marked in evidence. They were the appointments of the two conservators.

Q. I show you another book opened at a certain page and ask you what that is. A. Deposit ledger of the First National Bank and Trust Company of Yonkers, showing the account of the Treasurer of the City of Yonkers.

Mr. Moore: I ask to have that marked for identification.

(Marked Plaintiff's Exhibit No. 8 for identification.)

Q. Were Plaintiff's Exhibits 7 and 8 marked for identification records made in the regular course of the bank's business? A. Yes.

Q. Was it the regular course of the bank's business to have those records made on the day when the transactions described in them occurred? A. Yes.

Mr. Moore: I offer these in evidence.

The Court: Received.

(Plaintiff's Exhibits Nos. 7 and 8 for identification received in evidence.)

Q. What pages are you referring to there? A. The pages are not marked.

Q. The page marked "Treasurer of the City of Yonkers"? A. Yes.

Mr. Romm: From what date on, where it is marked in evidence?

The Witness: Exhibit 8 is July 3, 1933 through to September 6, 1933, inclusive.

Mr. McAneny: I would like to make an objection to the introduction of these exhibits on the ground that they are not properly proved and that the witness has not testified that he made the entries or that he kept these books.

The Court: They have already been received, Mr. McAneny, without objection.

Mr. McAneny: I thought they were looking them over to identify what portion they wanted to put in.

The Court: They were marked and received, were they not?

The Clerk of the Court: Yes, sir.

Mr. McAneny: Will your Honor note my objection because I understood they were just reading them over preparatory to offering them.

The Court: They were offered and received, but 104
I will let you move to strike them out.

Mr. McAneny: I move to strike them out.

The Court: Now your objection.

Mr. McAneny: I move to strike the exhibits out on the ground that I stated.

The Court: I will grant it for the present. Do you want to make an objection?

Mr. Moore: He is making an objection.

The Court: I understand that.

Mr. McAneny: I object to the reception of these books or those portions of the books in evidence on the ground stated.

The Court: You were present in the bank; you 105
were in the bank during the period covered by these ledgers, were you?

The Witness: Yes, sir.

The Court: All these books were kept in the bank?

The Witness: Yes, your Honor.

The Court: As part of the records or transactions in the bank?

The Witness: Yes, your Honor.

The Court: Objection overruled.

Mr. McAneny: We except.

Mr. Moore:

Q. I show you another book opened at a certain page, marked "City of Yonkers," and ask you if you can tell us what that is. A. That is the deposit account of the First National Bank and Trust Company of Yonkers, New York, showing the account of the City of Yonkers.

Mr. Moore: I want to have it marked for identification.

(Marked Plaintiff's Exhibit No. 9 for identification.)

Q. Was Plaintiff's Exhibit No. 9 marked for identification a record made in the regular course of the bank's business? A. Yes.

Q. Was it the regular course of the bank's business to have those records made on the day when the transactions described in them occurred? A. Yes.

Mr. Moore: I offer it in evidence.

Mr. McAneny: I object to the reception of this book or these papers in evidence upon the same ground as I just stated.

The Court: Overruled; exception for the defendant.

Mr. McAneny: Exception.

(Plaintiff's Exhibit No. 9 for identification received in evidence.)

Q. I show you another book, Mr. Power, and I ask you to look at a certain page and ask you what that page indicates?

Mr. McAneny: The same objection. I would like to note an objection with regard to these questions

on the ground that the witness is not qualified and the answers are not binding upon the defendant.

The Court: Overruled.

Mr. McAneny: Exception.

A. Depositors account in the First National Bank and Trust Company of Yonkers, showing the account of the Nepperhan Sewer Fund of the City of Yonkers.

Mr. Moore: I ask to have that marked for identification.

(Marked Plaintiff's Exhibit 10 for identification.)

Q. Was plaintiff's Exhibit 10 marked for identification a record made in the regular course of the bank's business? A. Yes.

Q. Was it the regular course of the bank's business to have these records made on the day when the transactions described in them occurred? A. Yes.

Mr. Moore: I offer the book in evidence.

Mr. Garity: Which one?

Mr. Moore: Exhibit marked 10 for identification, the Nepperhan Sewer Fund account.

Mr. Garrity: I make the same objection to the reception of Exhibit 10 for identification.

The Court: Same ruling.

Mr. Garrity: Exception.

(Plaintiff's Exhibit No. 10 for identification received in evidence.)

Mr. McAneny: Will the Court permit a recess of five minutes so we can look over these books?

The Court: Yes, certainly.

(Short informal recess.)

112 *John B. Power, for Plaintiff—Cross.*

Mr. McAneny: I ask counsel for the plaintiff whether he will concede that the moneys covered by Plaintiff's Exhibits 7 and 8 were public moneys of the City of Yonkers?

Mr. Moore: I am not willing to concede it further than it is stated in the complaint. The money belongs to the City of Yonkers.

Cross examination by Mr. McAneny:

Q. Mr. Power, will you take Plaintiff's Exhibit 7? Will
113 you tell me the inclusive dates which are included in the exhibit offered by the plaintiff? A. March 8, 1933 to July 1, 1933, inclusive.

Q. Will you give me the same dates for Plaintiff's Exhibit 8? A. July 3, 1933 to September 6, 1933, inclusive.

Q. And the same dates for Plaintiff's Exhibit 9? A. May 25, 1932 to July 21, 1933, inclusive.

Q. May 25, 1932 to July 21, 1933? A. That is right.

Q. What are the entries in that book subsequent to March 3, 1933? A. Debit entries.

Q. Does that book indicate a balance as of that date? A. As of what date?

Q. March 3, 1933. A. It does.

114 Q. What is that? A. $1,502.84.

Q. Then it indicates debit entries against that account subsequent to that date; is that so? A. Yes.

Q. Will you tell me how those accounts are captioned in those three exhibits? That is, Exhibit 7, for instance, how is that captioned? A. Treasurer of the City of Yonkers.

Q. Does that book indicate a balance as of March 3, 1933? A. Yes.

Q. What does that show? A. $280,545.24.

Q. Does that indicate any subsequent entries? A. Yes.

Q. What is that? A. On March 11, 1933, $29.60.

115

Q. Deposited in that account? A. Yes.

Q. Any others? A. Yes.

Q. What is that? A. On March 20, 1933, $31.99, with a line drawn through it.

On March 25th, $6.93, with a line drawn through it.

On March 25, 1933, $45.60, with a line drawn through it.

On March 27th, $39.70.

On March 20th, $39.00.

On March 25th, 7 cents.

On April 1st, $30.10, with a line drawn through it.

Q. Are those entries all in 1933? A. That is correct.

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On April 1st, $233.14, $96.38, $108.75, $96.65, all with lines drawn through them.

On April 4th, $104.36, with a line drawn through it.

On April 7th, $29.35, with a line drawn through it.

On April 8th, $25.00, $27.25, $20.27; all with lines drawn through them.

On June 10th, I cannot make out the amount, there is a line drawn through it, so I cannot make out the amount.

April 24th, 2 cents, with a line drawn through it. That is all.

Q. That is Exhibit 7. Will you now take up Plaintiff's Exhibit 8, Mr. Power, and tell me how that is captioned?

117

A. Treasurer of the City of Yonkers.

Q. Does that book indicate a balance as of March 3, 1933? A. Yes.

Q. Will you state what it indicates? A. $753.61.

Q. Were there any deposit items subsequent to that date in that account? A. Not a deposit column. There are figures in pencil, the figures are through it, so I cannot read the amount.

Q. There is an ink written figure? A. Not an ink written figures, machine figure.

Q. The pencil figures are written through it? A. Yes.

Q. Under what date is that? A. July 28, 1933.

118 *John B. Power, for Plaintiff—Cross.*

Q. Will you take up Plaintiff's Exhibit 9 and tell me how that is captioned? A. City of Yonkers.

Q. Does that indicate a balance as of March 3, 1933? A. Yes.

Q. What is that? A. $1,502.84.

Q. Does that indicate any deposits entered subsequent to that date? A. No.

Q. Can you state why there were two accounts covered by Exhibits 7 and 8? Why there were two accounts covered by Exhibits 7 and 8 and the second count by Exhibit 9? 119 One account covered by two exhibits and the second account covered by Exhibit 9? A. A continuation.

The Court: 8 is a continuation of 7?

The Witness: 7 and 8 were continuations, same accounts continued.

Q. In all three exhibits? A. No, two exhibits. You are asking about 7 and 8.

Q. 7 and 8 was continued? A. Yes.

Q. You have Exhibit 9, which is another account? A. That is correct.

Q. Can you explain why there were two accounts? A. 120 These account are carried in the Yonkers Trust Company.

Q. Which is that, Exhibit 9? A. Exhibit 9.

Q. Then the Yonkers Trust Company was merged with the First National Bank and became the First National Bank and Trust Company; is that a fact? A. That is right.

Q. And also the Bryn Mawr-Nepperhan Trust Company was merged with the other? A. Yes.

Q. And became the First National Bank and Trust Company? A. Yes.

Q. The First National Bank and Trust Company then carried over those accounts as its accounts, as shown by Plaintiff's Exhibit 9; is that right? A. Yes.

The Court: Is the balance of Exhibit 9 carried into Exhibit 7?

The Witness: No.

Q. As I understand it, they were carried separately, but they were both carried in the books in the First National Bank and Trust Company as regular accounts, were they not? A. Yes.

Q. You have stated that you were familiar with the keeping of these books and the making of these entries, and I ask you to refer to that balance as of March 3, 1933, indicated in Plaintiff's Exhibit 7, and I would like to have you 122
tell me by whom the deposits represented in that figure were made? A. I do not know.

Q. Do you know from what source the money came for the making of these deposits? A. No.

Q. Would there be anybody connected with the First National Bank and Trust Company that would know that? A. I do not know.

Q. Who kept those three books? A. I do not know.

Q. Could you tell me any one of a number of persons that might have kept them? A. Yes.

Q. Will you state that? A. Miss Lucy Cochrane may
have kept them. 123

Q. Is she still with the bank? A. Not with the First National Bank and Trust Company.

Q. Who is she with now? A. The First National Bank in Yonkers.

Q. That is in the same building, is it not, as the building in which you are working? A. Yes.

Q. Who is the other party? A. Miss Reilly, Miss Muriel Reilly.

Q. Was Miss Cochrane a bookkeeper? A. I believe she was.

Q. She was under your charge? A. She was under the charge of the head of the bookkeeping department

124 Q. Do you know what position she occupied or what kind of duties she performed? A. I said I believed at the time she was a bookkeeper.

Q. But you do not know? A. I do not remember now, no.

Q. Who was the second person you mentioned? A. Miss Muriel Reilly.

Q. Is she with the First National Bank and Trust Company now? A. No.

Q. Where is she? A. I do not know.

Q. Was she a bookkeeper? A. I believe she was.

125 Q. Are you positive? A. No.

Q. Was there another person that might have kept those books? A. There was a Miss Muriel Woodruff.

Q. Is she with the First National Bank and Trust Company? A. No.

Q. Do you know where she is now? A. First National Bank in Yonkers.

Q. That is in the same building? A. Yes.

Q. She was a bookkeeper? A. Yes.

Q. Were there any other persons that might have kept those books? A. I do not remember now.

Q. Didn't you mention the name of a man yesterday in 126 your testimony in another case? A. I said he had charge of the bookkeeping department.

Q. What is his name? A. Mr. Louis Spyce.

Q. He had immediate charge of the bookkeeping department? A. Yes.

Q. And also charge of these books that are now in evidence; is that right? A. That is right.

Q. Where is he now? A. First National Bank in Yonkers.

Q. That is in the same building as the one you are working in? A. Yes.

Q. None of these people are in court, are they? A. No.

Q. On all of these accounts as indicated by these books that have been put in evidence, Plaintiff's Exhibits 7, 8 and 9, how were the debit entries made? What was the original source of those entries? A. From checks.

Q. I show you a number of checks and I ask you if you have examined all of those checks?

The Court: A concession might obviate that.

Mr. McAneny: If your Honor please, he has already examined them.

The Witness: I have already examined them. 128

Mr. McAneny: He took quite a time last night to go over them.

The Witness: The answer to the question is that I have examined the checks.

Q. Are they the checks upon which the bank paid out moneys which appear as debit items in the accounts contained in Plaintiff's Exhibits 7 and 8? A. They are checks paid out by the bank.

Q. They are the checks upon which the bank made payment, from which the debit entries in Plaintiff's Exhibits 7 and 8 were made; is that correct? A. The checks paid 129 out by the bank similar to the account posted in the ledger. I cannot swear they are the same checks.

Q. Have you any doubt of it? A. I have no doubt of it.

The Court: Same amounts and same dates?

The Witness: That is right.

Q. Do those checks on the reverse side in every instance bear a stamp to indicate on what respective dates the bank paid out these moneys on this check? A. The majority of them do.

Q. Do you find any that do not so indicate? A. There are a few that do not indicate.

130 *John B. Power, for Plaintiff—Cross.*

Q. How many did you find that did not so indicate? A. I did not count them.

Q. And these checks which you say do not indicate on the reverse as to when they were paid by the bank, those checks, however, do correspond to the debit entries in the account? A. I did not correspond them with the ledgers.

Q. You just disregarded those; is that a fact? A. Yes, that is right.

Q. But those checks went through the bank, didn't they? A. Yes.

131 Q. Will you tell me what the inclusive dates of those checks are? What are the inclusive dates? A. I cannot answer that.

Q. How do they run? A. I cannot answer that.

Q. The checks would show that? A. Yes.

Q. But you have not examined them to that extent? A. No.

Mr. McAneny: I ask to have these two boxes containing these checks given numbers for identification to cover the checks in the box. In other words, to have the checks as indicated in the boxes indicated by one identification number.

132 The Court: Are you going to offer them in evidence?

Mr. McAneny: Yes, I would like to offer them in evidence.

The Court: Any objection?

Mr. Moore: There are 5,000 checks. I wish we could find some way to take a sample check at random out of the boxes.

Mr. McAneny: When it comes to presenting this evidence, I will present a tabulation for the purpose of reference. That could be submitted to you and we can both agree that is a tabulation of these checks.

133

The Court: Is there any question that the ledgers show these particular checks as drawn on the bank? Is there any disagreement as to that?

Mr. Moore: I do not think there is.

The Court: I had in mind that perhaps you could stipulate that the checks and these amounts shown in the ledger were drawn against those accounts.

Mr. McAneny: I would like to have the checks in evidence in the first instance and we can perhaps stipulate as to what amount to put in the record.

Mr. Moore: I do not want 5,000 checks in evi- 134
dence if I can avoid it.

Mr. McAneny: You will have to have them if they are relevant, and they are relevant.

Mr. Romm: May we question the witness as to those checks preliminary and offer any objection to them?

The Court: I do not see any objection to going ahead, if you have some questions.

Mr. McAneny: If you have any objection to them at this time, I will let you cross examine.

The Court: I will allow a preliminary question- 135
ing.

(Two boxes marked Defendant's Exhibits A and B for identification.)

By Mr. Romm:

Q. In your examination of these checks included in Defendant's Exhibits A and B for identification, did you check each check with an entry in the bank's ledger, being Plaintiff's Exhibits 7 and 8? A. No.

Q. Do you have any way of telling us unless you do that these checks represented by Defendant's Exhibits A and B marked for identification were actually cashed against the bank's account?

Mr. McAneny: If that is so, I will ask him to check them now. I thought that was what he took three hours for last night.

Mr. Romm: He did not do that.

The Court: I do not think we ought to bother about that.

Mr. Moore: There is no question about it.

The Court: The question is whether this is a public fund. It seems to me we ought to be able to stipulate certain things about which it seems to me there is no question of fact.

Mr. Moore: We allege in the complaint, if your Honor please, that the fund belongs to the City of Yonkers.

The Court: They make some distinction between belonging to and being a public fund. I think they are entitled to the ledger accounts and the checks, but at the same time I think we ought to be able to agree upon a stipulation which would cover all these facts in a few words. Is there any question, Mr. Moore, that these checks, Exhibits A and B for identification, are represented as shown in this ledger account as checks drawn against the Treasurer's account of the City of Yonkers?

Mr. Moore: None whatever.

The Court: Isn't that the answer?

Mr. McAneny: I would not be obliged to put this evidence in if plaintiff's counsel would concede that these represent public moneys. Otherwise I would have to go through a lot of proof.

The Court: He concedes that Exhibits A and B are shown in the ledger exhibits 7, 8 and 9 as drawn upon the accounts of the bank, drawn upon the bank by the department, and are checks issued by the Treasurer of the City of Yonkers.

Mr. Moore: I will concede that the account represented by Exhibits 7, 8 and 9 are public funds, if that is what Mr. McAneny wants.

Mr. McAneny: Will you further concede that these checks and all the debit entries referred to in Exhibits 7 and 8 were paid, were to pay payrolls of the City of Yonkers?

Mr. Moore: No, I won't concede that, your Honor.

Mr. McAneny: I will prove that in two minutes by the treasurer. I think you understand that.

140

Mr. Moore: I think it is incompetent, irrelevant and immaterial, if your Honor please. They are claiming this money because they claim——

Mr. McAneny: If counsel will concede that, then I am through with this witness.

The Court: He concedes that those were public funds. Isn't that sufficient? What difference does it make whether they are to pay payrolls or drawn to pay some other accounts against the City?

Mr. McAneny: If your Honor please, I feel this way: That the character of these payments by the bank constitutes a question in this case. In other words, that these moneys were paid out by the bank to these various individuals in these checks, and I think we have a right to show that transaction.

141

The Court: That is all with this witness?

Mr. McAneny: Yes.

(Witness excused.)

142 *Carl H. Vanvick, for Plaintiff—Direct.*

CARL H. VANVICK, called as a witness on behalf of the plaintiff, being duly sworn, testified as follows:

Direct examination by Mr. Moore:

Q. Are you an employee of Walter F. Downey, the Receiver of the First National Bank and Trust Company of Yonkers, New York? A. I am.

Q. In what capacity? A. Auditor in charge of the books and records and matters pertaining to the claims.

Q. How long have you been auditor in the receivership?
143 A. Since April 16, 1934.

Q. What has been your experience as an auditor? A. I have had approximately 14 years of banking experience. I have set up seven receivership books. The bank I worked in before it closed employed me as auditor for approximately a year before closing.

Q. Just recite what you have done similar to what you recited in the other cases. A. I was employed by the Sioux City National Bank of Sioux City, Iowa from 1923 to 1930 in various capacities, the last being an auditor and transit manager. I was employed by the receiver after its closing in 1930 for a year and a half, had charge of his books and
144 records. He was transferred to New Haven in 1932 and I accompanied him as auditor, setting up his records and had charge of them; employed by the National Trademan's Bank & Trust Company of New Haven for approximately a year. From there I went to Washington and was employed by the Comptroller in his office for two months, and in October, 1933 he sent me to Grand Rapids, Michigan, for the purpose of setting up the Receiver's books of the Grand Rapids National Bank of Grand Rapids, Michigan. I was engaged in that receivership for four months, and the Comptroller sent me into the State of Vermont for the purpose of setting up four receivership books in that state.

I was in the State of Vermont from January, 1934 to April 15, 1934, when I was transferred to Yonkers.

Q. You have been there since? A. Yes.

Q. Are you familiar with the ledger records of the bank in Yonkers? A. Yes.

Q. As of what time were the claims of general depositors calculated and allowed? A. March 3, 1933.

Q. As of what time were set-offs calculated and allowed? A. March 3, 1933.

Q. Up to what time was interest on interest-bearing deposits allowed? A. March 3, 1933. 146

Q. That means including March 3rd? A. Including it.

Q. Do the bank records show deposits maintained under the caption of the Treasurer of the City of Yonkers? A. Yes.

Q. What was the balance, together with the accrued interest, on March 4, 1933? A. The ledger shows a balance of $275,807.96, but I believe the true balance on the close of business March——

Mr. McAneny: I object to his stating "on the close of business."

The Court: March 3rd. State without reference to the close of business. 147

The Witness: It is as of March 4th.

The Court: What do you wish to say?

The Witness: It should be $275,105.53, because there are several entries after March 4th, dated March 3rd. There is no business transacted on the 4th. It would be my opinion that those entries there constitute checks which were cashed in the evening of March 3rd.

Q. When did the first entries occur after March 4, 1933? A. The records show two withdrawals on March 8, 1933.

Q. How much was withdrawn from the account on March 8th? A. $16.

148 *Carl H. Vanvick, for Plaintiff—Direct.*

Q. What is the interest which you have computed on that account? I mean on the withdrawal? A. $3.06.

Q. What basis did you compute the interest on? A. 6 per cent on the total withdrawal of $16 from March 8, 1933 to December 16, 1933; then on 60 per cent of the withdrawal or $9.60 from December 16, 1933 to November 3, 1937; then 50 per cent of the withdrawal or $8 from November 3, 1937 to January 3, 1938.

Q. Have you used the same basis in all of your interest calculations? A. Yes, sir.

149 Q. When did the next withdrawal from the account occur? A. March 9, 1933.

Q. What is your computation of interest on that withdrawal? A. The total withdrawals were $57.26; the interest is computed to be $10.94.

Q. When did the next withdrawal occur? A. March 10, 1933.

Q. How much was withdrawn from the account on that date? A. $14,044.78.

Q. What is your computation of interest on that withdrawal? A. $2,682.04.

Q. Have you computed all of the withdrawals that have been made from time to time until the account was closed
150 out? A. Yes. There is still a balance in the account. I computed the interest on all the withdrawals that were made.

Q. On all of the withdrawals. Now state the withdrawals that have been made and the interest you computed on the amount of the claim. Will you do that? A. Each daily withdrawal?

Q. Yes.

The Court: The total.

Mr. Moore: He can make the totals, if he wants to.

The Court: Are they few or numerous?

The Witness: 85 entries.

Mr. Moore: There are 85 entries. He can make the entire total.

Mr. McAneny: That is incompetent, irrelevant and immaterial, not within the issues, and I object to it on that ground; and the further testimony on that ground, and if your Honor rules that the testimony should go in, I think that we ought to know the details of the calculations that the witness claims to have been made. The interest on every claim in this case is very considerable.

The Court: This is off the record. 152

(Discussion off the record.)

Mr. McAneny: Can it be taken that way, subject to my general exception?

The Court: Yes. Have you copies for counsel so he can be permitted to have them?

Mr. Moore: Yes.

The Witness: There are four of them.

The Court: You may examine him to make it competent.

Q. I just handed you a compilation of figures. Will you state what those figures are that you have just been 153 handed? A. This is set up by me as a computation of the interest calculated to be due on the account of the Treasurer of the City of Yonkers, showing the daily withdrawals, number of days prior to December 16, 1933; amount of daily withdrawals, amount on which interest is to be calculated at 6 per cent for one day, interest on 60 per cent of the daily withdrawals from 12/16/33 to 11/3/37; amount on daily basis, interest on 50 per cent of the daily withdrawals; that is, from 11/3/37 to 12/31/37, amount on daily basis, interest from 12/31/37 to date of trial, amount on daily basis, interest, aggregate amount of interest due.

Mr. Moore: I offer this in evidence subject to any objection of Mr. McAneny after he has examined it.

Mr. McAneny: I take the same general exception on the ground it is incompetent, irrelevant and immaterial, not within the issues.

The Court: Your objection is not based on the ground that it is a hearsay document?

Mr. McAneny: No, not on that ground.

The Court: On the ground of immateriality of testimony?

Mr. McAneny: Yes.

The Court: I will receive it. It is subject to examination by counsel. This memorandum is made from the credits and deposits, from books and ledgers of the bank?

The Witness: That is right. It is the interest calculation on each daily withdrawal, with the dividends paid.

(Marked Plaintiff's Exhibit No. 11.)

The Court: Furnish a copy of that to the defendant.

Mr. Garrity: May we have a copy of that?

Mr. Moore: Yes, you may have a copy of it (handing to counsel). It is marked in evidence?

The Court: Yes, subject to any further examination by the defendant and a motion to strike out any part of it that may be found to be incompetent.

Mr. Garrity: Is that all of it?

Mr. Moore: This was offered in evidence, as I understand it, in substitution of his testimony that he would have given.

The Court: The question was asked whether that is all of it. Does that include the special accounts?

Mr. Moore: No, I am coming to the special accounts now and get those in.

Q. Do the bank's records show a deposit account maintained under the caption "City of Yonkers"? A. Yes.

Q. What was the balance, together with the accrued interest, on March 4, 1933? A. $1,502.84.

Q. When did the first withdrawal from the account occur after March 3, 1933? A. March 23, 1933.

Q. How much was withdrawn from the account on that date? A. $48.

Q. What is the interest on that withdrawal? A. I computed it to be $8.58.

Q. How did you compute it? What method did you compute it on? A. 6 per cent on the total amount of withdrawals from May 23, 1933 to December 16, 1933; then on 60 per cent of the withdrawals, or $28.80, from December 16, 1933 to 11/3/37; then 50 per cent of the withdrawal, or $24, from 11/3/37 to 1/3/38. 158

Q. Have you used the same basis in all of your interest calculations? A. Yes, sir.

Q. I show you a paper here and I ask you to tell me what it is.

Mr. Garrity: May I see the original of Exhibit 11?

Q. What is the paper you hold in your hand? A. It is a carbon copy of a typewritten schedule that I prepared relative to my computation of interest on the City of Yonkers account. 159

Q. Does it contemplate or take in all of the withdrawals that have been made from that account? A. Yes.

Q. Will you tell us what this paper shows and what element you took into consideration in arriving at your results? A. It shows the date of the withdrawal; number of days prior to 12/16/37; amount of daily withdrawals; amount on which interest is to be calculated at 6 per cent for one day; interest on 60 per cent of the daily withdrawals from 12/16/33 to 11/3/37; amount on daily basis, interest on 50

per cent of the withdrawals, that is, from 11/3/37 to 12/31/37; amount on daily basis of interest, that is, from 12/31/37 to date of trial; amount on daily basis of interest; aggregate amount of interest due.

Mr. Moore: I offer that in evidence, your Honor.

Mr. McAneny: I make the same general objection.

The Court: The objection is not made on the ground it is not the best evidence, but on the ground it is incompetent?

Mr. McAneny: That is right.

The Court: Received.

Mr. McAneny: Exception.

(Marked Plaintiff's Exhibit No. 12.)

The Court: That is called the City of Yonkers account, is it?

The Witness: Yes.

Q. Mr. Vanvick, do the bank records show a deposit maintained under the caption of Nepperhan Sewer Fund? A. Yes, it is captioned Nepperhan Sewer Fund, City of Yonkers, care of City Treasurer, City Hall, Yonkers, New York.

Q. What was the balance, together with the accrued interest, on March 4, 1933? A. $621.88.

Q. When did the first withdrawal from the account occur after March 4, 1933? A. On May 4, 1933.

Q. What was the amount of that withdrawal? A. $621.88.

Q. Have you computed the interest on that money? A. Yes.

Q. Will you give us your computations on that and tell us how you arrived at it?

Mr. McAneny: I make the same general objection as being incompetent, irrelevant and immaterial.

The Court: Objection overruled.

Mr. McAneny: Exception.

A. I computed the interest to be $113.14, and arrived at it by taking the total withdrawal of $621.88 at 6 per cent from May 4, 1933 to December 16, 1933; then on 50 per cent of the withdrawals, or the amount of $373.13, from December 16, 1933 to November 3, 1937; then on 50 per cent of the withdrawals, or the amount of $310.94, from November 3, 1937 to January 3, 1938.

Mr. Moore: Exhibits 11 and 12, which we have had 164
marked in evidence, are carbon copies. I just found the originals. If you will exchange those for the carbon copies, I would like to have that done.

The Court: Yes.

Mr. McAneny: This is 11 and this is 12.

Mr. Moore: That is all the direct examination at this time.

Cross examination by Mr. McAneny:

Q. When you use the word "withdrawal," you mean moneys paid out by the bank on these various checks that are included in defendant's exhibits for identification? A. 165
I would say checks from debit items against the account in the usual form of bookkeeping in the bank.

Q. Didn't you check and go over the checks that have been produced in court this morning? A. Part of them.

Q. Didn't you go over all of them? A. Not all of them.

Q. What did you check them against? A. I did not check the checks against anything. I just looked at the checks.

Q. Just looked at all the checks? A. Part of the checks; not all of the checks presented.

166 *Carl H. Vanvick, for Plaintiff—Re-direct.*

Q. Didn't I understand that you were going to look them over and check them against the debit items in the account? A. No.

Q. What was the purpose of your looking them over?

Mr. Moore: Mr. Power is the one that looked them over.

Mr. McAneny: This gentleman did, too.

Mr. Romm: He was not supposed to.

Q. What was your purpose in looking them over? A.
167 To see that all the checks were drawn to individuals.

Q. Did you so ascertain? A. All except a few that we took a record of.

Q. To whom were those drawn? A. The majority were New York State Employment Retirement Fund, City of Yonkers, Contributions to the Travelers Insurance Company and the Aetna Insurance Company.

Mr. McAneny: That is all.

Re-direct examination by Mr. Moore:

Q. Could you give us in the summary the total amount claimed due from the City of Yonkers on each of the
168 accounts of the Treasurer of the City of Yonkers, the City of Yonkers, and the Nepperhan Sewer Fund? A. Separately?

Q. Separately, yes. A. Treasurer of the City of Yonkers, the principal——

The Court: We just want the total, with interest.

Q. Yes, the total with interest. That is what I want. A. The total is $137,489.52, plus interest on $51,791.58.

Q. A total of how much? A. I can give you the total.

The Court: It is not necessary, yes.

A. (Continuing) Total of $189,281.10.

Q. Now as to the City of Yonkers account.

Mr. Garrity: What was that amount, please?

The Court: $189,281.10.

A. City of Yonkers, principal of $751.42; interest of $257.26; total of $1,008.68.

Nepperhan Sewer Fund, the principal claim is $310.94; interest, $113.12; a total of $424.06. 170

Q. Mr. Vanvick, from your examination of the books of the bank can you tell us whether any deposits were made in the Treasurer of the City of Yonkers account subsequent to March 3, 1933?

Mr. McAneny: I object to that question as calling for a conclusion of the witness. The checks speak for themselves. These entries are in the books. They are in evidence and speak for themselves.

The Court: I think it is competent. Has it not been already covered by the testimony of Mr. Power?

Mr. McAneny: I think it has, your Honor.

Mr. Moore: Perhaps it has. 171

The Court: Some things were marked out. I think Mr. Power testified to the amount of deposits subsequent to March 3rd.

Mr. Moore: I thought from his experience as an auditor, as having examined the books and gone over them, he could tell us whether any deposits had been made.

The Court: I will permit you to cover it. I thought it had been covered.

Mr. McAneny: Exception.

172 *Carl H. Vanvick, for Plaintiff—Re-direct.*

The Court: Does that appear on the records and ledgers?

Mr. Moore: Yes.

Mr. Romm: From certain entries in the deposit in such ledger. Do we understand that any more——

Mr. McAneny: I object to the statement of counsel characterizing any instance. The records speak for themselves.

Mr. Romm: Yes. They are in the deposits in 1933 and the bank closed. Let him bring the deposit books.

173 The Court: I think that is explanatory.

Mr. Romm: There were none.

Mr. McAneny: I object to these statements by counsel.

The Court: The witness is proceeding to examine the ledger.

Mr. McAneny: I ask that that be stricken from the record.

The Court: That may be stricken out. I do not think it is of any importance, Mr. McAneny. The Court will try to be controlled by the testimony, and not by the statements.

174 Mr. McAneny: I appreciate that, your Honor, and I apologize.

A. In Exhibit 7 there are various entries in the deposit column and all but three of them have been stricken out. I cannot say as a statement of fact as to whether they were deposits or not. I could render my opinion as to what happened.

Mr. McAneny: I object to his opinion unless he knows the facts.

The Court: Do you have any other records showing the disposition of the amount, as originally shown?

The Witness: The items. The amount of $233.14, which is shown in the deposit column on April 1, 1933, has a contra entry of $233.14, and the checks and detailed column the entry on the date of April 1, 1933 is stricken out, the amount is stricken out, and an arrow pointed to the deposit column.

The Court: What is the importance of this, Mr. Moore? What significance has this?

Mr. Moore: I know the bank was closed all that period of time. I want to know why——

Mr. McAneny: I do not think counsel can state he knew the bank was closed, on this record. The Judge asked you what was the importance of these entries. 176

Mr. Moore: He is the auditor there and he has found out if they were doing business during that time. They want to give the impression that deposits were being made at that time or down through the year.

Mr. McAneny: You say I want to give that impression.

Mr. Moore: No.

Mr. McAneny: I have done nothing but examine the checks and cross examined the witnesses, 177

Q. Do you find any cross-out entries in there of alleged deposits? A. One on April 4, 1933 in the amount of $104.36. There is the same amount found in both columns, and both amounts are stricken out by a pencil. On April 7, 1933, the same thing occurred on an amount of $29.35. On April 8th three deposit amounts were stricken out in pencil, but there are no amounts crossed out on the checks in detail.

Mr. Moore: That is all.

Mr. McAneny: That is all.

78 *Motion to Dismiss the Complaint.*

Mr. Moore: With the possible exception of another witness which I might want to call from Yonkers, at the afternoon session, the plaintiff rests.

Mr. McAneny: I move to dismiss the complaint upon the ground that the complaint itself does not state facts sufficient to constitute a cause of action; also on the ground that at the completion of the plaintiff's case the plaintiff has not produced facts sufficient to constitute a cause of action and does not make out a cause of action. I make this more particularly upon a number of grounds, the first of which 79 is that neither in the complaint itself nor in the proof has the plaintiff set up or proved any insolvency of the First National Bank and Trust Company at the time the bank made the payments on the checks which have been produced in this case and which are represented by debit items in the ledgers.

My motion is further made on the ground that the plaintiff has alleged in its complaint that to secure the accounts, the City accounts in this action, which are concededly public moneys, that the First National Bank and Trust Company deposited certain securities with the City of Yonkers, and the 80 plaintiff has alleged in its complaint that the deposit of such securities was ultra vires and null and void without, however, in the complaint stating no facts upon which that allegation of ultra vires and nullity is founded.

The plaintiff has not proved in this case that any such securities were delivered to the City of Yonkers at this stage of the case, and certainly has made no proof of the ultra vires with respect to any such securities.

Furthermore, upon the ground that the evidence discloses that the payment by the First National

Bank and Trust Company of these checks to various persons, checks issued by the City of Yonkers and covering the debit items in the ledgers were paid without question by the bank and paid, apparently, so far as this record goes, in the regular course of the bank's business; that the ledgers do indiacte that these payments were made without question, and they show that the concluded state of business is between the bank and the City.

Furthermore, the ledgers themselves disclose that subsequent to March 3, 1933, there were various deposit items shown in the books, so that the accounts themselves indicate that they were kept open.

I further move upon the ground that this action is brought against the City of Yonkers; that an action at law or in equity against a municipality or a city is based entirely upon permission of the law; in other words, that a city cannot be sued without the permission of the law, and that in this case the law, which I believe your Honor will take judicial notice of, the law of the State of New York, in Section 244 of the Second Class Cities Law and in Section 64 of the same law prescribes the requisites preliminary to the bringing of an action against a city.

There was no demand ever made upon the city for the return of any moneys. There was no demand whatsoever in the evidence. Furthermore, certainly there was no demand or claim ever filed against the city as required by the two sections of law that I have referred to. Unless an obligation is mandatory, unless it is required that the city make a payment under a contractual obligation or upon a salary or upon a payroll or some fixed charge which can be enforced by mandamus against the comptroller, the city is not liable on any account or any

claim unless a claim is filed with the city comptroller to cover it and either ordered accepted or take such action as required by provisions of Section 244 and Section 64 of the Second Class Cities Law.

It is quite evident in this case that the funds involved in this action are public moneys of the City of Yonkers, and it is so conceded on the record.

Section 90 of the National Banking Law permits national banks to accept such accounts and to carry such accounts and to give securities for such accounts. There is nothing in this record which would indicate that that law or any of the provisions of it have not been observed.

Upon all of those said grounds and further upon the general ground that the plaintiff has failed to make out a cause of action in this case, I ask that the complaint be dismissed.

And upon the further ground that under the decisions of the highest court of the State of New York with respect to public moneys and moneys for which pledges have been deposited by banks the depository is not permitted to recover securities without being paid back in full the amount of the deposit, where it refers to public moneys.

Upon all of those grounds I move that the complaint be dismissed.

The Court: Didn't they pay back in full the deposit here?

Mr. McAneny: They paid, and now they are trying to get that back.

The Court: I am inquiring about the last argument; that is all.

Mr. McAneny: Yes; that is true.

The Court: You said without return of the deposit.

Mr. McAneny: They complied with the practice, the practice and rules of the Court of Appeals of this State, and have gotten their security back and they are attempting to get the money.

The Court: I take it that that has certainly been done and that they were following the statute.

Mr. McAneny: What I mean to say is that the situation which is presented here is exactly as the courts of the State of New York have ruled should be the situation. In other words, that they have gotten their securities back and we have gotten our deposits back. We did not hypothecate the securities or hold them. I say it is the legal position of the City, and it is a position that cannot be assailed by an act of this kind. They have the securities back and after the return attempt to get the money back.

Mr. Romm: May it please the Court, I will respond but briefly to certain of the points raised by Mr. McAneny in connection with his motion to dismiss the complaint. As to the point that we have failed to prove as a matter of fact that the bank was insolvent, it is our position that in view of the bank's suspension and the appointment of a conservator and the subsequent appointment of a receiver with the power and duty of liquidation, as a matter of law that question of insolvency is one which the Court assumes from the situation, and if the City challenges that point as a matter of fact they must now come forward and prove that we were solvent rather than insolvent.

As to the point made that in our complaint no facts are alleged showing that the pledge was ultra vires, that there again the question is one of law and hence naturally the complaint which under the law merely submits a statement of fact, our com-

plaint does not set forth any fact because inevitably it could not do so, it being a question of law.

Section 244 of the Second Class Cities Law we believe applies only to cases known generally as negligence or trespass suits and does not apply to a case of this kind.

Section 64 of the Second Class Cities Law states merely that the comptroller of a city like Yonkers can pay no claims unless verified claims are filed with him by the claimant. Nowhere in Section 64 is there any requirement for the filing of a claim with a comptroller as a condition precedent to the commencement of the action.

Section 244, which applies only to trespass and negligence suits, specifically says you cannot sue a city unless you file a claim. Section 64 merely says how you shall file that claim and where. It does not say that if you want to sue on a claim you must first have filed it.

As to the question of demand, from the common law aspect, this being an action at law for money illegally received from the plaintiff, it is our position that we in fact do make a formal demand by the institution of an action. The service of the summons itself is sufficient demand for that purpose.

The Court: You allege it in there, a demand?

Mr. Romm: Yes.

The Court: Does the answer deny that?

Mr. Romm: Yes.

Mr. Garrity: Yes, your Honor.

Mr. Romm: As to the point raised by Mr. McAneny, namely, that under the law of New York, assuming that the pledge was *ultra vires*, that it was our duty to pay out the deposits and restore them to the City before getting the pledge back,

while that may be the common law of the State of New York, it is our position that the Federal law, which does not require the restoration of that account, is the one which governs and controls the disposition of the case before your Honor.

The Court: That is what was done in this case, the deposits were restored and returned?

Mr. Romm: Restored to the City, and we recovered the pledge. That is true. We claim that that payment to the City——

The Court: That is what the difference in your 194
two positions is with reference to that. You spoke about the New York law. What is that?

Mr. Romm: To qualify that point, your Honor, I will try to point out to you certain decisions which I am very sure your Honor is familiar with, one being the State Bank of Commerce *v.* Stone, a decision by the Court of Appeals of the state where it happened.

The Court held that the pledge being a matter of importance that to secure the private deposit was an important phase of it, that in order for the bank to recover the pledge of bonds back it must restore the depositor Stone to a status quo and pay him 195
out 100 cents on the dollar. If that were the law, which we believe should control in the case before your Honor, we practically state that we would probably be out of court, but we claim that that common law of New York——

The Court: How would you be out of court? I do not get the distinction there. In this case here you return the deposits and receive back your security.

Mr. Romm: That is true. It is a different situation from the Stone case.

The Court: How is there a different situation in the Stone case?

Mr. Romm: The parties got back what they originally had.

The Court: So you did here.

Mr. Romm: That is true. But the Federal rule as stated by the United States Supreme Court in a case involving the question which is now before your Honor, that Court has stated that the bank or receiver can recover back the amount paid out or recover back the bonds pledged with the depositor without restoring the deposit in full. But it is our position that that Federal rule is the one which controls in this case.

To qualify it further, it is our claim that assuming that the pledge which the bank gave to the city was *ultra vires*, then it follows that the deposit or the depositor, the city, was no more than a general depositor and as such is entitled to more than a general dividend.

Mr. McAneny: May I say just one word, your Honor? In the first place, with regard to the filing of a notice of claim against the City, the laws are very well developed with respect to the responsibility of a city. A city can only raise money by taxes. That is its sole source of revenue, and the laws provide that before the city shall be held liable in any respect—in the case of Thomann *v.* The City of Rochester, the Court of Appeals said that any claim at law or equity, said the claim must be given to the City unless it is a fixed charge, because they have the right to look into that claim and to settle it, if it is so advised. Every settlement that the City makes must go into the next annual budget and be taxed and paid in that way. There is no other way

for the City to raise money to pay judgments or settlements.

Here we have a situation where a number of years ago these moneys were paid out by the City for payrolls without any objection on the part of the plaintiff, and their security returned without any claim having been made to the Comptroller. In fact, he has never had the opportunity of examining them. The law says within 90 days after the act upon which the claim is based or the omission occurs the claim must be filed and the Comptroller has a right to examine the claims and get them in the next year's budget. Here is a claim that is three or four years old and was never added or put in the budget so they could get paid by the taxpayers in the next two or three years. The law contemplates that in this case the taxpayers should have the advantage of it and pay it in the next budget. It is designed to give the City the proper notice of claim. There has been absolutely no claim or demand made on the Comptroller for these moneys. In fact, an action was started. 200

In other court decisions of the Federal Court, in which cases the Federal Courts have made their determinations upon the practice and upon the conditions and upon the laws and other matters affecting the pledge of the person within the distinctive state. The opinions that Mr. Romm has referred to and the decisions affect only various states, but in the State of New York we have an absolutely different rule. In this case the Federal law and the Federal decisions would follow those of the State of New York. 201

Mr. Romm has mentioned a case which involved a private deposit. He did not mention it the other time, because the City of Mount Vernon *v.* The

Mount Vernon Trust Company, which was decided by the Court of Appeals within a very short time, only a year ago, and he failed to read that case correctly, because that case says it involves public moneys, and it says where public moneys are deposited with a bank and the bank gives security, the bank must repay those moneys before it can have a return of those securities. I would say that probably it might indicate that the bank could not hypothecate the securities again and demand the return together with the tender of the amount of deposits.

Mr. Romm: The Rochester case referred to by Mr. McAneny arose under a section of the Rochester City Charter which is very similar to Section 244 of the Second Class Cities Law. In other words, it is like a case arising under Section 244 concerning itself with an action of trespass or negligence or nuisance, and we claim that is not applicable to the situation before your Honor. There have been cases arising under Section 244 which concern themselves with actions for breach of contract which are analogous to the case at Bar, which is a case for negligence or nuisance. The Court has held that Section 244 of the Second Class Cities Law should not apply.

The Court: I will have to take this matter under advisement and proceed with the trial. I will deny your motion, with a reservation.

Mr. McAneny: I will take an exception. May we take an adjournment at this time so we can go on after recess?

The Court: Yes. How long will your case take, Mr. McAneny?

Mr. McAneny: Could we take a recess until two o'clock? I do not think my case will take very long.

Mr. Moore: We will conclude the case this afternoon then.

(Recess to 2:00 p. m.)

AFTERNOON SESSION.

2:00 P. M.

GUSTAV W. KLEIN, JR., called as a witness on behalf of the defendant, being duly sworn, testified as follows:

Direct examination by Mr. McAneny:

Q. Mr. Klein, are you an official of the City of Yonkers? A. I am.

Q. What position do you hold? A. Deputy Comptroller, Department of Finance, City of Yonkers, New York. 206

Q. How long have you held that position? A. Since January 1, 1934.

Q. What position did you hold prior to that time? A. I was Treasurer of the City of Yonkers.

Q. For how long were you City Treasurer? A. From January 1, 1932 to December 31, 1933.

Q. And the position of City Treasurer was abolished as of December 31, 1933, was it? A. That is right.

Q. You then were appointed Deputy Comptroller? A. That is right.

Q. Was City Treasurer an elective office of the City? A. Yes, sir. 207

Q. Will you tell me what your duties were as City Treasurer? A. As City Treasurer—the duties of the City Treasurer's office are to see that the moneys received from the collection of taxes, the moneys which pass through the City Treasurer's office, were deposited in the bank, and to see that the proper securities for those moneys deposited in the banks were placed with the City Treasurer, to see that the checks were signed either by the Treasurer or Deputy, with the counter-signatures of the Comptroller of the City of Yonkers.

The Court: I see in the answer that it is alleged that certain of the bonds were not included in the

bonds that were returned. Is there any question about those?

Mr. McAneny: We agreed upon a schedule. It is the same as we put in the other cases.

Q. I show you a list of securities, Mr. Klein, and ask you if those were the securities deposited with you by the First National Bank and Trust Company? A. Yes, sir; that is the same list.

Mr. McAneny: I offer that list in evidence.

209 Mr. Moore: I have no objection to it.

(Marked Defendant's Exhibit C.)

Mr. McAneny: I offer in evidence a certified copy of the resolution of the Board of Estimate and Apportionment of the City of Yonkers.

Mr. Moore: I object to it as incompetent, irrelevant and immaterial.

Mr. McAneny: It is the same as the one in the other case.

The Court: Objection overruled; exception to the plaintiff.

210 (Marked Defendant's Exhibit D.)

Mr. McAneny: I would like to have this read on the record.

(Mr. Garrity read Defendant's Exhibit D.)

Mr. Moore: I move to strike this out.

The Court: What did you say was the date of that resolution?

Mr. McAneny: The certificate is as of February 20, 1936. It is a resolution adopted by the Board of Estimate and Apportionment on July 10, 1929.

The Court: All right.

Mr. Moore: I move to strike out the answer—the resolution that was just read, on the ground that it is incompetent, irrelevant and immaterial. That is not the State Law, and it has no bearing upon this case, because the First National Bank and Trust Company is not named in that as of the depositories.

The Court: Is it conceded that the First National Bank and Trust Company is the merged bank of those four banks named in the resolution?

Mr. Moore: Yes, of the three banks.

The Court: Three banks. I will deny your motion then. 212

Mr. Moore: Exception.

Mr. McAneny: I would like to read into the record Sections 69 and 70 of the Second Class Cities Law of the State of New York.

Mr. Rosenwasser: Sections 69 and 70 read as follows:

(Omitted for brevity.)

The Court: What chapter is that?

Mr. Rosenwasser: Laws of 1909, Chapter 55 as Amended. There was a slight change made in 69, but I am reading the law that applies when these 213 transactions were had.

The Court: What chapter?

Mr. Rosenwasser: Chapter 55 of the Laws of 1909.

By Mr. McAneny:

Q. Did you return to the First National Bank and Trust Company or its representatives the securities that were covered by the list which you have just examined? A. I did. That is, I returned $534,000 worth of securities.

Q. $534,000 par value? A. Par value.

214 *Gustav W. Klein, Jr., for Defendant—Direct.*

Q. You still hold what? A. $1,000.

Q. $1,000 of that amount. Have you the receipts that you received when you made those returns? A. I have.

Mr. McAneny: I offer these receipts in evidence.

Mr. Moore: May I see them just a minute? Were those the same ones that were offered in evidence before (documents handed to Mr. Moore)? No objection.

(Marked Defendant's Exhibit E.)

215 Q. Do you know Mr. Trudeau? A. I do.

Q. Did you see him sign some of those receipts? A. I did.

Q. Do you know his signature? A. I do.

Q. Is that his signature on all of those receipts? A. It is.

Q. When you made the return of those securities, under what arrangement, or what was said between you and Mr. Trudeau at the time you made the return of any of those deposits?

Mr. Moore: I think we should know what arrange-

216 ment.

Q. (Continuing) Well, what was said? A. As I can remember the conversation I had with Mr. Trudeau with reference to the moneys we had deposited in the bank, he said to me that if he returned the moneys to the City that I should release the securities and that would be O.K. I said, "It is all right with us. As we get our money back, we will give you back securities," which we did.

Q. Mr. Klein, have you examined the checks, Defendant's Exhibits A and B for identification, this long list of checks that we examined this morning? A. I have looked over some of them, yes.

Gustav W. Klein, Jr., for Defendant—Cross. 217

Q. Could you state for what purpose those checks were issued by the City?

Mr. Moore: They attempted to prove that they were payroll checks. I object to it as incompetent, irrelevant and immaterial.

The Court: I do not know what the difference may be as to the payments for which those were made, in view of the fact that those were City funds. Is it material?

Mr. McAneny: I think it may be material if the question arises as covering the entire transactions 218
because I notice in certain cases the Courts have held that where it is a regular business transaction between the parties that they have some importance as to the effect. I would simply like to show that these checks were for the purpose of payrolls and matters upon which the City was necessarily obligated to pay.

The Court: He may answer.

Mr. Moore: I take an exception, your Honor.

A. They were payroll checks.

Mr. Moore: I move to strike the answer out as incompetent, irrelevant and immaterial. 219

The Court: I will let it stand.

Mr. Moore: Exception.

Q. Those were the checks which covered the debit items debited against the City in Plaintiff's Exhibits 7, 8 and 9; is that right? A. That is right.

Mr. McAneny: That is all. Your witness.

Cross examination by Mr. Moore:

Q. Where were those bonds that the City held that belonged to the bank kept? A. They were kept in safe deposit

220 *Gustav W. Klein, Jr., for Defendant—Cross.*

boxes, two or three safe deposit boxes of the bank in the Banking Building.

Q. Who had control over those boxes? A. Why, the treasurer and the officer of the bank. It was a dual control.

Q. At any time did you have them in your absolute control? A. No.

Q. You could not open the boxes without some representative of the bank being there? A. That is right.

Q. The bank could not open the box without you being there or some representative of yours? A. That is right.

231 Mr. McAneny: I object to this line of questioning in view of the fact that the complaint alleges that they were pledged with the City by the bank.

The Court: Objection overruled.

Mr. McAneny: Exception.

Q. You took care of the making of the deposits of the City money in the First National Bank and Trust Company? A. No, I did not take care of it.

Q. What were your duties? A. It was to see that the moneys were deposited.

Q. Who did take care of it? A. That was generally done
222 by the Deputy Comptroller and the Cashier.

Q. Who was Deputy Comptroller? A. The Deputy Comptroller at the time was Mr. Theodore Heinrich.

Q. Was he Deputy Treasurer or Comptroller? A. Deputy Treasurer.

Q. Who was the other man you mentioned? A. City cashier, James F. McLain.

Q. Have you the bank statements with you for the month of March, 1933 so far as it affects the First National Bank and Trust Company of Yonkers? A. I have not that here. Mr. Roake may have it.

Mr. Moore: Have you that, Mr. Roake?

Mr. Roake: Yes (handing to Counsel).

Q. I hand you some papers and ask you if you will please tell us what those papers are. A. They are bank statements from the First National Bank and Trust Company.

Q. From what date to what date? A. From March 1, 1933 to March 15, 1933—from March 1, 1933 to March 31, 1933, on this top one.

Mr. Romm: Look at the end sheet.

The Witness: It is all one.

Q. Yes. A. From March 1, 1933 to August 10, 1933. 224

Mr. Moore: I want to have this marked for identification.

(Marked Plaintiff's Exhibit No. 13 for identification.)

Q. Are those the records which you regularly received in the course of the monthly statement from the First National Bank and Trust Company? A. Yes, they are.

Mr. Moore: I offer them in evidence, your Honor.

Mr. McAneny: No objection.

(Plaintiff's Exhibit No. 13 for identification received in evidence.) 225

Q. I ask you to examine them and tell me if anywhere on that statement that has been rendered by the First National Bank and Trust Company to the City of Yonkers there appears any account of any deposit after March 3, 1933?

Mr. McAneny: You mean on those statements?

Q. (Continuing) Yes, on those statements is what I am asking you. A. No deposits are listed on these.

226 *Gustav W. Klein, Jr., for Defendant—Re-direct—Re-cross.*

Q. Does the record now show that the exhibit which has been introduced as Plaintiff's Exhibit No. 13 is a statement of the account from the First National Bank and Trust Company to the Treasurer of the City of Yonkers from March until August?

Mr. McAneny: Is that a question?

Mr. Moore: Yes, it is supposed to be.

The Court: He is asking if the record so shows.

Mr. McAneny: I think the record speaks for itself on that point.

227 The Court: I think that is a fact.

Mr. Moore: That is all with this witness.

Re-direct examination by Mr. McAneny:

Q. Mr. Klein, the deposits made in the Nepperhan Sewer Fund, can you tell me where those moneys came from? A. They came from the County of Westchester.

Q. In what connection? A. In connection with the purchase of a sewer that was already built in the City of Yonkers.

Q. The City of Yonkers sold the County of Westchester a city sewer? A. Yes.

228 Q. And received moneys for that sewer; is that correct? A. Yes, sir.

Mr. McAneny: That is all.

Re-cross examination by Mr. Moore:

Q. Did you say that these checks in these boxes which you have just been interrogated about by Mr. McAneny were payroll checks? A. Yes, they are payroll checks.

Q. There are a great many checks in there that are not payroll checks? A. Yes, there are.

Q. There are several hundred of them? A. They are in payment of obligations. We term them all payroll

checks. It is really an official check, is what it is known as in the Treasurer's office.

Q. Can you examine without too much trouble check marked D-3935? A. D-39385?

Q. What is that check? A. That check is payable to the order of the City of Yonkers, contributions.

Q. For how much money? A. $824.30.

Q. There are quite a large number of such checks? A. Yes.

Q. Are there checks in there payable to constables? A. Yes; they are known as garnishee checks.

230

Q. There are a large number of those? A. There are some. I could not tell how many.

Q. Checks payable to the sheriff? A. Yes.

Q. And a great many checks to the New York State Employees Retirement System? A. That is right.

Mr. Moore: That is all.

Re-direct examination by Mr. McAneny:

Q. All of those checks that you have just been interrogated about were charged to the payrolls of the employees, were they not? A. That is right.

231

Mr. Moore: I object to that as incompetent, irrelevant and immaterial and move to strike out the answer.

Mr. McAneny: You asked him, and he can explain.

Mr. Moore: You asked him first and I objected to it.

The Court: That appears, does it not, anyway?

Mr. Moore: Yes.

Mr. McAneny: Yes. That is all, Mr. Klein.

(Witness excused.)

Mr. McAneny: I wish to ask your Honor if your Honor will take judicial notice of the Second Class Cities Law, including Sections 244 and 64, which are the laws of the State of New York? Do you consent to that?

Mr. Moore: Yes, certainly.

The Court: Yes.

Mr. McAneny: Will you take judicial notice of any other laws of the State of New York that we might wish to refer to in this case?

Mr. Romm: We would object to that. If the laws are offered here we could then be able to object. The laws of New York consist of general laws and local laws. The Court will take judicial notice of the general laws that cover the whole state, but not local laws belonging to the City of Yonkers. If they have any laws of this kind that they want to produce, they can produce them at this trial. The Court does not have to take notice——

Mr. McAneny: The only local law I would want to refer to would be a complete copy of the local law covering the Police and Firemen's Pension Funds. Otherwise it is only the general laws I would want to refer to.

Mr. Romm: What year?

Mr. McAneny: Part of which was read in evidence by the plaintiff.

Mr. Romm: All right.

Mr. McAneny: Do you consent that I can present them? That is all I care for. Otherwise the Court will take judicial notice of the general laws of the State of New York.

Mr. Romm: Yes.

The Court: Very well.

Mr. McAneny: The defendant rests, your Honor. I repeat the motions that I made at the close of the plaintiff's case to dismiss the complaint upon the same grounds and in the same words as there set forth; and I further ask that the Court in this case make a finding in favor of the defendant.

The Court: Is that required?

Mr. McAneny: I think the practice requires that I request the Court to make a finding in addition to my motion to dismiss.

Mr. Moore: We rest also.

The Court: I will withhold any action on this motion at this time.

Mr. Moore: Will you permit a certain time within which to put in our briefs?

The Court: Very well.

Mr. Moore: And also written requests of finding?

The Court: Yes.

Mr. McAneny: I believe the practice does not so require when you try a case without a jury. The rules of practice state that the Court itself shall make either a general or special finding just as though it were the verdict of the Jury. I do not think it is required that there be any finding.

Mr. Moore: I cannot see any harm done in submitting them to your Honor.

Mr. McAneny: That is not the practice, not in this case.

The Court: I see no reason why it should not be done. Of course, our rules provide in certain cases——

Mr. McAneny: I have no objection.

The Court: I think it is all right. I had a case the other day where they put in 250 requests.

Mr. McAneny: I have no objection at all except I think that is not the practice.

The Court: It involves questions that can be presented very briefly. Whatever time counsel agree on is all right with me.

Mr. Garrity: Where shall we send them?

The Court: I will be here all this month of January.

Mr. Moore: We can have ours two weeks after we get the testimony; perhaps in less time. The stenographer has advised me that we can have the testimony next week. Can we state a time certain?

The Court: How much time do you want, Mr. McAneny?

Mr. McAneny: There are four cases here. I would like to very carefully brief each one of them. I would like 30 days to submit a brief. I assume that we will submit separate briefs without exchanging briefs and reply briefs.

Mr. Moore: Yes.

The Court: Suppose you submit them on February 7th? You can send them to me at Buffalo.

Mr. Garrity: What address, Judge?

The Court: Just the Federal Courthouse. You also send me a copy of the minutes. Is there anything further?

Mr. Moore: Nothing further.

The Court: You distinguish any questions in the several cases, Mr. McAneny, as questions of law.

Mr. McAneny: I think that since in the main case it was conceded that the main accounts were public moneys, I think that there are simply the other questions of law to be construed. I believe that the question of public moneys was put in issue in the other cases and they have just a separate account.

The Court: Well, we will leave it that way. That closes the trial.

(Testimony closed.)

Plaintiff's Exhibit 1.

TREASURY DEPARTMENT
Office of Comptroller of the Currency

TREASURY DEPARTMENT

No. 653

OFFICE OF THE COMPTROLLER OF THE CURRENCY

Washington, D. C., March 20, 1933

WHEREAS, From information on file in this bureau, I am satisfied that "The First National Bank and Trust Company of Yonkers," located in the City of Yonkers, County of Westchester, and State of New York, is unable to transact and carry on its ordinary banking business, or to exercise its usual banking functions without prejudicing the rights of depositors and other creditors, and

WHEREAS, I deem it necessary to take immediate steps in order to conserve the assets of said bank for the benefit of the depositors and other creditors thereof;

NOW, THEREFORE, I, F. G. Awalt, Acting Comptroller of the Currency in pursuance of the power and authority vested in me by law and under the provisions of Title II, known as the "Bank Conservation Act" of an Act of Congress entitled "An Act to provide relief in the existing national emergency in banking, and for other purposes," approved March 9, 1933, do hereby appoint P. W. Trudeau Conservator of "The First National Bank and Trust Company of Yonkers," with all the powers, duties and responsibilities given to or imposed upon such officer under the provisions of said Act of Congress authorizing the appointment and creating the duties of a Conservator.

IN WITNESS WHEREOF, I have hereto subscribed my name and caused my seal of office to be affixed to these presents, at the City of Washington, in the District of Columbia, this twentieth day of March, A. D., 1933.

F. G. AWALT,
Acting Comptroller of the Currency.

(SEAL)

(Duly certified April 15, 1933.)

244

Plaintiff's Exhibit 2.

TREASURY DEPARTMENT

No. 653

OFFICE OF THE COMPTROLLER OF THE CURRENCY

Washington, D. C. July 24, 1933

WHEREAS, P. W. TRUDEAU, was duly appointed and commissioned Conservator of "The First National Bank and Trust Company of Yonkers", located in the City of Yonkers, County of Westchester and State of New York, on
245 the twentieth day of March, 1933, and whereas the said P. W. TRUDEAU has resigned to take effect at the close of business on July 24, 1933.

NOW, THEREFORE, I, J. F. T. O'Connor, Comptroller of the Currency, do hereby appoint LOUIS D. ROSSIRE Conservator of "The First National Bank and Trust Company of Yonkers", to take effect at the close of business on the twenty-fourth day of July, 1933, in place of the said P. W. TRUDEAU, with all the powers, duties and responsibilities given to or imposed upon a Conservator under the provisions of Title II, known as the "Bank Conservation Act" of an Act of Congress entitled "An Act to provide relief
246 in the existing national emergency in banking, and for other purposes", approved March 9, 1933.

IN WITNESS WHEREOF, I have hereto subscribed my name and caused my seal of office to be affixed to these presents, at the City of Washington, in the District of Columbia, this twenty-fourth day of July, A. D. 1933.

J. F. T. O'CONNOR
Comptroller of the Currency.

(SEAL)

(Duly certified September 9, 1933.)

247

Plaintiff's Exhibit 3.

TREASURY DEPARTMENT

No. 653

OFFICE OF THE COMPTROLLER OF THE CURRENCY

Washington, D. C., January 23, 1934.

WHEREAS, From information on file in this bureau, I am satisfied that "The First National Bank & Trust Company of Yonkers," located in the City of Yonkers, County of Westchester, and State of New York is insolvent and unable to pay its just and legal debts: 248

NOW, THEREFORE, I, J. F. T. O'Connor, Comptroller of the Currency, in pursuance of the power and authority vested in me by law and under the provisions of Section 1 of an Act of Congress entitled "An Act authorizing the appointment of Receivers of National Banks, and for other purposes," approved June 30, 1876, do hereby appoint Arthur E. Muth, Receiver of "The First National Bank & Trust Company of Yonkers," with all the powers, duties, and responsibilities given to or imposed upon a Receiver under the provisions of the Revised Statutes of the United States which authorize the appointment of a Receiver.

249

IN WITNESS WHEREOF, I have hereto subscribed my name and caused my seal of office to be affixed to these presents, at the City of Washington, in the District of Columbia, this twenty-third day of January, A. D. 1934.

J. F. T. O'CONNOR
Comptroller of the Currency.

(SEAL)

(Duly certified May 27, 1936.)

250

Plaintiff's Exhibit 4.

TREASURY DEPARTMENT

No. 653

OFFICE OF THE COMPTROLLER OF THE CURRENCY

Washington, D. C., November 15, 1937.

WHEREAS, Arthur E. Muth was duly appointed and commissioned Receiver of "The First National Bank & Trust Company of Yonkers," located in the City of Yonkers, County of Westchester and State of New York on the
251 twenty-third day of January, 1934, and whereas the said Arthur E. Muth has resigned to take effect at the close of business on November 15, 1937.

NOW, THEREFORE, I, William Prentiss, Jr., Acting Comptroller of the Currency, do hereby appoint Walter F. Downey Receiver of "The First National Bank & Trust Company of Yonkers" to take effect at the close of business on the fifteenth day of November, 1937, in place of the said Arthur E. Muth, with all the powers, duties, and responsibilities given to or imposed upon a Receiver under the provisions of the Revised Statutes of the United States
252 which authorize the appointment of a Receiver.

IN WITNESS WHEREOF, I have hereto subscribed my name and caused my seal of office to be affixed to these presents, at the City of Washington, in the District of Columbia, this fifteenth day of November, A. D., 1937.

WILLIAM PRENTISS, JR.
Acting Comptroller of the Currency.

(SEAL)

(Duly certified November 16, 1937.)

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Plaintiff's Exhibit 5.

PROCLAMATION

STATE OF NEW YORK

EXECUTIVE CHAMBER

Until early this morning it was my hope that it would not be necessary to interrupt the continuous operation of the banking system of New York State. The spread of hysteria and the restrictions imposed upon the banking facilities of the country through measures adopted in so many states have at last placed upon the New York banks a burden so great that it has finally rendered drastic action imperative here. 254

Therefore, at a meeting early this morning the Clearing House Committee of the New York Clearing House, with the advice and recommendation of the Federal Reserve Bank of New York, has asked me to proclaim a banking holiday lasting until the close of business, Monday, March 6th.

I make this proclamation with complete conviction that the best interests of the people of the State are being served thereby. This is a time for coolness and leadership. The people of this State and of the whole nation have shown a splendid spirit to date in meeting all the trying problems of the depression. I am confident that this spirit will be maintained. 255

The interval which this holiday affords should give responsible officials the necessary opportunity to consider the situation calmly and to prepare the way for an adjustment of our difficulties.

NOW, THEREFORE, I, Herbert H. Lehman, Governor of the State of New York, do hereby proclaim and set apart Satur-

256 *Plaintiff's Exhibit 5.*

day, March 4th, and Monday, March 6th, as holidays on which all banking institutions will be closed.

GIVEN under my hand and the Privy Seal of the State at my residence, 820 Park Avenue, in the City of New York, this fourth day of March in the year of our Lord One Thousand nine hundred and thirty-three.

(SEAL)

HERBERT H. LEHMAN

257 BY THE GOVERNOR:

JOSEPH J. CANAVAN
Secretary to the Governor

State of New York
Department of State
Filed Mar 4—1933
EDWARD J. FLYNN
Secretary of State

258

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Plaintiff's Exhibit 6.

PROCLAMATION

STATE OF NEW YORK

EXECUTIVE CHAMBER

WHEREAS, a proclamation has been issued by the President of the United States declaring a bank holiday to and including March ninth, one thousand nine hundred thirty-three:

260

NOW, THEREFORE, I, Herbert H. Lehman, Governor of the State of New York, do hereby declare that the bank holiday heretofore declared by me in the State of New York is extended to and including said March ninth, one thousand nine hundred thirty-three.

GIVEN under my hand at 820 Park Avenue in the City of New York and under the Privy Seal of the State at the Capitol in the City of Albany this sixth day of March in the year of our Lord one thousand nine hundred thirty-three.

(SEAL)

HERBERT H. LEHMAN

261

By the Governor:

JOSEPH J. CANAVAN
Secretary to the Governor

State of New York
Department of State
Filed Mar 11—1933
EDWARD J. FLYNN
Secretary of State

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
			Balance Brought Forward					
	Feb 28 '33	35.25	181.58	46.14				
	Feb 28 '33	197.88	167.73	262.17				
	Feb 28 '33	257.43	3.35	198.22				
	Feb 28 '33	20.51	2.86	20.51				
	Feb 28 '33	198.12	20.51	35.10				
	Feb 28 '33	37.80	23.26	142.39				
	Feb 28 '33	256.03	23.25	27.00				
	Feb 28 '33	25.00	27.57	5.00				
	Feb 28 '33	4.76	29.70	27.22				
	Feb 28 '33	32.17	42.07	20.00				
	Feb 28 '33	32.40	27.22	23.09				
	Feb 28 '33	34.65	27.00	25.00				
	Feb 28 '33	25.38	25.00	25.54				
	Feb 28 '33	25.00	24.75	2.50				
	Feb 28 '33	25.00	36.14	11.00				
	Feb 28 '33	36.14	36.14	32.50				
	Feb 28 '33	26.32	50,000.00	27.00				
	Feb 28 '33	20.00	27.00	27.00				
	Feb 28 '33	27.00	27.22	30.61				
	Feb 28 '33	25.00	27.22	25.00				
	Feb 28 '33	25.00	27.00	15.00				
	Feb 28 '33	32.40	10.00	27.22				
	Feb 28 '33	40.50	24.96	31.50				
	Feb 28 '33	20.00	20.00	41.53				
	Feb 28 '33	25.00	103.94	41.53				
	Feb 28 '33	27.00	27.22	24.75				
	Feb 28 '33	24.75	34.65	34.65				
	Feb 28 '33	15.00	25.00	27.22				
	Feb 28 '33	37.80	40.50	25.00				
	Feb 28 '33	39.60	25.00	24.75			Feb 28 '33	334,468.24
334,468.24	Feb 28 '33	90.33	87.67	82.04				
	Feb 28 '33	101.34	77.50	61.69				
	Feb 28 '33	93.74	32.64	33.08				
	Feb 28 '33	33.33	33.33	33.33				
	Feb 28 '33	33.33	33.33	39.02				
	Feb 28 '33	51.25	51.77	52.50				
	Feb 28 '33	90.00	67.16	64.25				
	Feb 28 '33	105.61	93.74	53.90				
	Feb 28 '33	113.21	51.67	106.95				
	Feb 28 '33	100.34	100.94	142.64				
	Feb 28 '33	258.25	340.79	170.99				
	Feb 28 '33	29.70	37.80	102.87				
	Feb 28 '33	61.69	78.50	105.94				
	Feb 28 '33	135.33	43.60	56.74				
	Feb 28 '33	51.85	51.46	68.91				
	Feb 28 '33	70.48	96.55	84.37				
	Feb 28 '33	84.37	47.59	51.85				
	Feb 28 '33	99.96	33.33	33.33				
	Feb 28 '33	61.60	22.00	23.79				
	Feb 28 '33	84.19	61.60	106.42				
	Feb 28 '33	135.93	106.57	100.47				
	Feb 28 '33	159.79	112.50	104.97				
	Feb 28 '33	78.58	104.41	51.35				
	Feb 28 '33	54.16	76.54	63.82				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY
Yonkers, N. Y.

Feb. 28, 1933 to
July 3, 1933

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Feb 28 '33	77.25—	50.00—	71.05—				
	Feb 28 '33	148.99—	117.59—	3.58—				
	Feb 28 '33	3.25—	3.60—	3.60—				
	Feb 28 '33	.91—	104.26—	94.94—				
	Feb 28 '33	106.65—	78.29—	88.54—				
	Feb 28 '33	51.55—	30.04—	57.12—				
	Feb 28 '33	65.62—	73.91—	82.55—				
	Feb 28 '33	70.52—	106.71—					
327,155.15	Feb 28 '33	50.50—	81.94—	68.34—			Feb 28 '33	327,155.15*
	Feb 28 '33	94.35—	140.62—	65.18—				
	Feb 28 '33	71.24—	89.18—	71.43—				
	Feb 28 '33	37.50—	107.11—	2.37—				
	Feb 28 '33	25.00—	77.97—	69.98—				
	Feb 28 '33	59.51—	82.60—	63.82—				
	Feb 28 '33	103.45—	115.02—	215.20—				
	Feb 28 '33	273.44—	69.23—	90.50—				
	Feb 28 '33	74.87—	84.32—	87.01—				
	Feb 28 '33	74.87—	88.66—	121.15—				
	Feb 28 '33	28.80—	222.85—	57.67—				
	Feb 28 '33	25.00—	27.00—	31.32—				
	Feb 28 '33	180.00—	114.37—					
323,811.78	Mar 1 '33	104.99—	82.49—	105.24—			Feb 28 '33	323,811.78*
	Mar 1 '33	47.25—	105.84—	27.22—				
	Mar 1 '33	82.49—	70.59—	105.14				
	Mar 1 '33	117.38—	106.65—	27.00—				
	Mar 1 '33	27.00—	107.06—	95.50—				
	Mar 1 '33	51.52—	62.75—	84.90—				
	Mar 1 '33	31.25—	115.90—	100.79—				
	Mar 1 '33	71.03—	5.00—	25.00—				
	Mar 1 '33	25.00—	11.00—	35.79—				
	Mar 1 '33	32.95—	7.13—	5.00—				
	Mar 1 '33	35.55—	25.00—	29.70—				
	Mar 1 '33	5.00—						
321,869.88	Mar 1 '33	128.13—	107.65—	73.58—			Mar 1 '33	321,869.88*—
	Mar 1 '33	101.55—	94.00—	153.41—				
	Mar 1 '33	78.74—	67.68—	101.25—				
	Mar 1 '33	83.09—	94.14—	79.77—				
	Mar 1 '33	95.53—	79.65—	71.42—				
	Mar 1 '33	83.50—	82.49—	251.63—				
	Mar 1 '33	57.47—	46.25—	84.03—				
	Mar 1 '33	82.70—	75.35—	83.58—				
	Mar 1 '33	170.40—	25.00—	97.97—				
	Mar 1 '33	94.66—	137.60—	49.33—				
	Mar 1 '33	20.00—	20.00—	99.76—				
	Mar 1 '33	211.61—	127.49—	112.50—				
	Mar 1 '33	57.49—	92.06—	68.53—				
	Mar 1 '33	68.18—	87.84—	78.45—				
	Mar 1 '33	125.32—	50.34—	57.44—				
	Mar 1 '33	103.94—	25.00—	27.00—				
	Mar 1 '33	156.09—	76.27—	43.33—				
	Mar 1 '33	56.12—	99.92—	55.31—				
	Mar 1 '33	78.75—	113.35—	63.85—				
	Mar 1 '33	66.78—	93.84—	84.09—				
	Mar 1 '33	88.53—	70.83—	63.16—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Mar 1 '33	47.58—	63.28—	124.82—				
	Mar 1 '33	102.95—	122.47—	41.66—				
	Mar 1 '33	75.28—	20.00—	74.01—				
	Mar 1 '33	176.56—	82.49—	63.88—				
	Mar 1 '33	68.86—	57.78—	126.13—				
	Mar 1 '33	73.45—	92.59—	92.07—				
	Mar 1 '33	205.90—	70.55—	58.52—				
	Mar 1 '33	71.08—	78.45—	63.89—				
	Mar 1 '33	85.52—	112.50—	85.37—				
	Mar 1 '33	90.46—	50.00—	100.00—				
	Mar 1 '33	112.50—	177.50—	63.90—				
	Mar 1 '33	81.63—	51.11—	99.87—				
	Mar 1 '33	110.69—	65.26—	61.86—				
	Mar 1 '33	70.60—	51.67—	104.41—				
	Mar 1 '33	166.14—	57.14—	103.47—				
	Mar 1 '33	132.64—	310.12—	92.24—				
	Mar 1 '33	2.39—	79.80—	122.47—				
	Mar 1 '33	60.74—	56.25—	25.00—				
	Mar 1 '33	120.39—	120.29—	96.15—				
	Mar 1 '33	67.29—	73.93—	82.49—				
	Mar 1 '33	59.87—	19.86—	25.25—				
	Mar 1 '33	207.43—	83.97—	95.15—				
	Mar 1 '33	158.91—	4.81—	78.29—				
	Mar 1 '33	5.00—	110.35—	41.06—				
	Mar 1 '33	67.34—	66.85—	66.85—				
	Mar 1 '33	105.11—	116.64—	67.41—				
	Mar 1 '33	57.15—	36.66—	74.57—				
	Mar 1 '33	146.25—	50.83—	53.49—				
	Mar 1 '33	70.74—	106.84—	95.92—				
	Mar 1 '33	122.31—	8.00—	52.91—				
	Mar 1 '33	5.00—	19.51—	66.74—				
	Mar 1 '33	73.65—	103.54—	169.20—				
	Mar 1 '33	103.47—	101.25—	132.97—				
	Mar 1 '33	15.00—	94.48—	93.10—				
	Mar 1 '33	19.43—	151.84—	206.75—				
	Mar 1 '33	67.32—	105.24—	104.10—				
	Mar 1 '33	33.33—	105.52—	43.60—				
	Mar 1 '33	114.85—	63.78—	87.97—				
	Mar 1 '33	139.77—	159.51—	123.94—				
	Mar 1 '33	79.32—	80.53—	96.55—				
	Mar 1 '33	68.08—	63.59—	82.99—				
	Mar 1 '33	103.94—	98.21—	77.98—				
	Mar 1 '33	121.08—	163.18—	63.62—				
	Mar 1 '33	108.70—	96.85—	96.21—				
	Mar 1 '33	240.89—	88.69—	307.80—				
	Mar 1 '33	101.34—	93.74—	66.78—				
	Mar 1 '33	99.76—	99.32—	101.27—				
	Mar 1 '33	85.68—	99.53—	67.01—				
	Mar 1 '33	131.34—	115.76—	113.87—				
	Mar 1 '33	54.16—	78.38—	88.97—				
	Mar 1 '33	74.44—	69.56—	52.27—				
	Mar 1 '33	61.09—	56.69—	78.48—				
	Mar 1 '33	59.85—	49.50—	67.37—				
	Mar 1 '33	117.59—	59.64—	76.25—				
	Mar 1 '33	108.38—	84.67—	93.37—				
	Mar 1 '33	70.98—	56.79—					

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Mar 1 '33	78.75—	82.93—	58.46—				
	Mar 1 '33	66.71—	141.87—	112.22—				
	Mar 1 '33	86.74—	301.95—	65.61—				
	Mar 1 '33	84.08—	29.76—	20.00—				
	Mar 1 '33	25.20—	105.11—	146.96—				
	Mar 1 '33	127.10—	.02—	117.43—				
	Mar 1 '33	2.50—					Mar 1 '33	299,912.96*—
299,912.96	Mar 1 '33	49.53—	106.24—	52.06—				
	Mar 1 '33	52.11—	66.71—	50.00—				
	Mar 1 '33	81.94—	101.85—					
	Mar 1 '33	56.67—					Mar 1 '33	299,295.85*—
299,295.85	Mar 1 '33	81.13—	50.88—	53.93—				
	Mar 1 '33	80.77—	88.87—	70.33—				
	Mar 1 '33	62.89—	57.44—					
	Mar 1 '33	52.15—	52.25—	88.20—				
	Mar 1 '33	99.24—	89.29—	25.00—				
	Mar 1 '33	25.00—	25.00—				Mar 1 '33	298,293.48*—
298,293.48	Mar 2 '33	27.22—	25.00—	5.00—				
	Mar 2 '33	25.00—	25.00—	135.00—				
	Mar 2 '33	36.22—	15.00—	10.00—				
	Mar 2 '33	71.30—	53.57—	29.70—				
	Mar 2 '33	103.61—	74.44—	100.23—				
	Mar 2 '33	6.90—	3.75—	168.75—				
	Mar 2 '33	10.00—	31.86—	222.98—				
	Mar 2 '33	78.55—	12.50—	60.03—				
	Mar 2 '33	82.50—	78.25—	53.13—				
	Mar 2 '33	90.74—	97.84—	39.16—				
	Mar 2 '33	21.00—	70.97—	82.49—				
	Mar 2 '33	107.04—	107.04—	105.00—				
	Mar 2 '33	66.67—	44.27—	90.36—				
	Mar 2 '33	85.47—	82.49—	74.40—				
	Mar 2 '33	96.65—	113.97—	96.36—				
	Mar 2 '33	91.05—	82.49—	56.25—				
	Mar 2 '33	124.06—	56.25—	56.25—				
	Mar 2 '33	61.95—	2.50—	92.35—				
	Mar 2 '33	71.38—	140.64—	27.22—				
	Mar 2 '33	87.42—	88.09—		Mar 2 '33		Mar 2 '33	294,178.12*—
294,178.12	Mar 2 '33	59.87—	49.13—	52.06—				
	Mar 2 '33	328.13—	51.17—	67.27—				
	Mar 2 '33	155.17—					Mar 2 '33	293,415.32*—
293,415.32	Mar 2 '33	17.84—	31.66—	23.06—				
							Mar 2 '33	293,342.76*—
293,342.76	Mar 3 '33	63.41—	2.50—	51.71—				
	Mar 3 '33	25.00—	31.66—	10.00—				
	Mar 3 '33	51.96—	20.00—	27.00—				
	Mar 3 '33	61.82—	70.37—	96.79—				
	Mar 3 '33	22.25—	55.76—	10.00—				
	Mar 3 '33	120.00—	103.68—	29.70—				
	Mar 3 '33	27.22—	25.00—	273.44—				
	Mar 3 '33	50.00—	31.66—	94.00—				
	Mar 3 '33	54.16—	31.66—	44.75—				
	Mar 3 '33	67.39—	104.35—	182.08—				
	Mar 3 '33	25.00—	72.07—	219.43—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Mar 3 '33	43.75	14.17	22.50				
	Mar 3 '33	242.07	18.75	222.98				
	Mar 3 '33	49.33	257.25	150.93				
	Mar 3 '33	91.05	122.81	94.17				
	Mar 3 '33	84.00	41.26	50.00				
	Mar 3 '33	125.64	155.86	229.30				
	Mar 3 '33	168.30	12.50	113.34				
	Mar 3 '33	10.42	91.77	74.58				
	Mar 3 '33	12.50	325.50	844.78				
	Mar 3 '33	21.00	21.00	3.50				
	Mar 3 '33	3.50	3.00	833.03				
	Mar 3 '33	52.75	63.75	35.00				
	Mar 3 '33	72.36	67.50	53.22				
	Mar 3 '33	25.00	35.64	29.70			Mar 3 '33	286,070.37
	Mar 3 '33	27.60	32.40	67.38				
286,070.37	Mar 3 '33	27.22	25.00	25.00				
	Mar 3 '33	25.00	25.00	25.99				
	Mar 3 '33	25.00	25.00	29.70				
	Mar 3 '33	29.70	29.70	29.70				
	Mar 3 '33	36.10	36.22	37.80				
	Mar 3 '33	24.75	38.30	29.70				
	Mar 3 '33	15.00	22.00	31.50				
	Mar 3 '33	28.87	22.50	43.20				
	Mar 3 '33	37.80	32.40	26.56				
	Mar 3 '33	34.29	22.00	35.01				
	Mar 3 '33	29.02	25.00	35.10				
	Mar 3 '33	28.80	27.00	11.00				
	Mar 3 '33	37.80	33.65	32.40				
	Mar 3 '33	36.15	29.70	33.55				
	Mar 3 '33	40.95	35.93	25.00				
	Mar 3 '33	35.86	16.50	26.00				
	Mar 3 '33	27.22	22.00	29.70				
	Mar 3 '33	33.49	27.00	27.22				
	Mar 3 '33	36.69	25.00	34.03				
	Mar 3 '33	29.70	25.00	27.22				
	Mar 3 '33	29.23	27.00	27.00				
	Mar 3 '33	27.00	15.00	27.00				
	Mar 3 '33	27.00	29.02	24.00				
	Mar 3 '33	27.00	27.00	25.00				
	Mar 3 '33	29.25	25.00	27.00				
	Mar 3 '33	27.00	40.95	25.38				
	Mar 3 '33	27.00	32.40	25.00				
	Mar 3 '33	22.25	33.07	27.00				
	Mar 3 '33	35.10	25.00	31.26				
	Mar 3 '33	25.00	27.22	29.25				
	Mar 3 '33	25.00	27.00	29.85	Mar 3 '33			
	Mar 3 '33	31.50	29.70	40.32				
	Mar 3 '33	25.00	25.00	36.91				
	Mar 3 '33	25.45	35.83	21.67				
	Mar 3 '33	25.20	21.88	24.75				
	Mar 3 '33	25.00	25.00	27.00				
	Mar 3 '33	32.40	43.87	37.80				
	Mar 3 '33	37.80	37.80	28.16				
	Mar 3 '33	18.00	32.40	50.50				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward ☞						
	Mar 3 '33	32.40—	37.66—	25.00—				
	Mar 3 '33	29.57—	29.18—	43.20—				
	Mar 3 '33	32.40—	40.50—	29.25—				
	Mar 3 '33	25.00—	29.02—	22.69—				
	Mar 3 '33	25.00—	29.25—	29.25—				
	Mar 3 '33	25.00—	24.75—	27.22—				
	Mar 3 '33	26.40—	35.10—	24.75—				
	Mar 3 '33	27.00—	25.00—	37.80—				
	Mar 3 '33	24.75—	30.20—	22.25—				
	Mar 3 '33	36.07—	25.00—	25.00—				
	Mar 3 '33	27.00—	23.00—	29.25—				
	Mar 3 '33	11.00—	29.25—	24.00—				
	Mar 3 '33	27.00—	35.98—	27.00—				
	Mar 3 '33	32.40—	27.00—	27.22—				
	Mar 3 '33	11.00—	19.25—	22.00—				
	Mar 3 '33	23.63—					Mar 3 '33	281,390.87*
281,390.87	Mar 3 '33	27.22—	27.22—	15.00—				
	Mar 3 '33	32.40—	27.00—	35.67—				
	Mar 3 '33	27.00—	25.00—	25.21—				
	Mar 3 '33	35.01—	15.00—	5.00—				
	Mar 3 '33	25.00—	23.36—	27.00—				
	Mar 3 '33	29.70—	29.70—	39.60—				
	Mar 3 '33	27.22—	25.00—	30.25—				
	Mar 3 '33	29.70—	29.70—	22.00—				
	Mar 3 '33	5.00—	25.00—	29.70—				
	Mar 3 '33	25.00—	29.70—	37.80—				
	Mar 3 '33	25.00—	33.47—				Mar 3 '33	280,545.24*
280,545.24	Mar 4 '33	22.00—	30.89—	27.22—				
	Mar 4 '33	27.22—	29.70—	27.22—				
	Mar 4 '33	29.70—	27.22—	25.00—				
	Mar 4 '33	29.70—	29.70—	29.70—				
	Mar 4 '33	29.70—	25.57—	24.00—				
	Mar 4 '33	22.00—	27.22—	29.70—				
	Mar 4 '33	4.77—	2.38—	27.22—				
	Mar 4 '33	27.22—	25.28—	29.70—				
	Mar 4 '33	27.22—	27.22—	29.70—				
	Mar 4 '33	28.01—	29.70—	29.70—				
	Mar 4 '33	27.99—	27.22—	27.22—				
	Mar 4 '33	25.00—	27.00—	67.50—				
	Mar 4 '33	67.50—	23.29—	23.06—				
	Mar 4 '33	30.67—	29.70—	21.00—				
	Mar 4 '33	27.22—	22.00—	24.02—				
	Mar 4 '33	20.00—	11.00—	16.50—				
	Mar 4 '33	15.33—	22.43—	23.06—				
	Mar 4 '33	27.00—	11.00—	29.70—				
	Mar 4 '33	27.22—	43.83—	25.00—				
	Mar 4 '33	22.00—	28.44—	24.75—				
	Mar 4 '33	30.83—	20.00—	25.00—				
	Mar 4 '33	29.70—	25.00—	25.00—				
	Mar 4 '33	16.50—	27.00—	5.00—				
	Mar 4 '33	25.00—	22.00—	29.70—				
	Mar 4 '33	27.22—	27.00—	18.00—				
	Mar 4 '33	34.65—	27.22—	29.70—				
	Mar 4 '33	29.70—	27.22—	15.00—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail		Balance Brought Forward	Date	Deposits	Date	New Balance
	Mar 4 '33	29.70—	24.75—	29.70—				
	Mar 4 '33	27.46—	27.22—	29.70—				
	Mar 4 '33	24.50—	29.70—	35.04—				
	Mar 4 '33	37.80—	29.70—	43.20—				
	Mar 4 '33	27.00—	23.23—	25.00—				
	Mar 4 '33	29.70—	28.31—	40.95—				
	Mar 4 '33	32.17—	29.70—	29.70—				
	Mar 4 '33	25.00—	23.00—	27.22—				
	Mar 4 '33	27.00—	25.00—	22.00—				
	Mar 4 '33	25.00—	20.00—	23.72—				
	Mar 4 '33	15.00—	37.80—	20.00—				
	Mar 4 '33	25.09—	27.22—	25.00—				
	Mar 4 '33	32.40—	56.52—	31.66—				
	Mar 4 '33	31.20—	140.00—	25.00—				
	Mar 4 '33	50.40—	25.00—	28.34—				
	Mar 4 '33	22.00—	35.07—	32.12—				
	Mar 4 '33	10.00—	25.00—	25.00—				
	Mar 4 '33	35.00—	32.40—	16.50—				
	Mar 4 '33	30.57—	22.25—	26.32—				
	Mar 4 '33	27.22—	27.22—	29.70—				
	Mar 4 '33	24.75—	27.22—	27.22—				
	Mar 4 '33	29.70—	32.17—	32.17—				
	Mar 4 '33	19.25—	27.22—	27.22—				
	Mar 4 '33	29.70—	16.94—	29.70—				
	Mar 4 '33	25.46—	29.70—	27.22—				
	Mar 4 '33	27.22—	25.00—	29.70—				
	Mar 4 '33	29.35—	29.70—	27.22—				
	Mar 4 '33	27.22—	39.81—	27.00—				
	Mar 4 '33	24.75—	31.50—	32.40—				
	Mar 4 '33	28.80—	27.22—				Mar 4 '33	275.807.96
275.807.96	Mar 3 '33	19.25—	29.70—	30.67—				
	Mar 3 '33	27.22—	32.40—	27.22—				
	Mar 3 '33	25.00—	32.34—	29.70—				
	Mar 3 '33	24.00—	24.75—	2.38—				
	Mar 3 '33	27.31—	16.50—	30.80—				
	Mar 3 '33	31.05—	32.40—	37.73—				
	Mar 3 '33	23.69—	27.22—	29.70—				
	Mar 3 '33	10.00—	27.00—	29.70—				
	Mar 3 '33	20.00—	25.00—	29.70—				
							Mar 3 '33	275.105.53
275.105.53	Mar 8 '33	8.00—	8.00—				Mar 8 '33	275.089.53
275.089.53	Mar 9 '33	30.04—	27.22—				Mar 9 '33	275.032.27
275.032.27	Mar 10 '33	25.65—	11.00—	39.61—				
	Mar 10 '33	40.95—	27.00—	15.00—				
	Mar 10 '33	23.63—	23.36—	23.00—				
	Mar 10 '33	25.00—	32.40—	19.25—				
	Mar 10 '33	25.00—	36.10—	36.45—				
	Mar 10 '33	27.00—	27.00—	25.00—				
	Mar 10 '33	27.00—	32.40—	32.40—				
	Mar 10 '33	32.40—	20.00—	25.00—				
	Mar 10 '33	25.00—	25.00—	34.29—				
	Mar 10 '33	27.22—	24.00—	27.22—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward [redacted]						
	Mar 10 '33	5.00—	45.53—	19.25—				
	Mar 10 '33	38.54—	25.00—	27.22—				
	Mar 10 '33	27.00—	35.10—	27.19—				
	Mar 10 '33	25.00—	27.00—	24.00—				
	Mar 10 '33	23.33—	25.00—	25.00—				
	Mar 10 '33	25.00—	27.23—	29.70—				
	Mar 10 '33	26.44—	25.00—	32.01—				
	Mar 10 '33	25.00—	34.94—	5.00—				
	Mar 10 '33	22.00—	24.75—	25.00—				
	Mar 10 '33	25.00—	25.00—	28.35—				
	Mar 10 '33	26.38—	32.12—	32.40—				
	Mar 10 '33	29.70—	25.99—	27.00—				
	Mar 10 '33	37.80—	21.88—	25.00—				
	Mar 10 '33	22.00—	22.00—	24.50—				
	Mar 10 '33	24.02—	15.00—	29.85—				
	Mar 10 '33	32.40—	23.01—	27.00—				
	Mar 10 '33	36.45—	15.00—	25.00—				
	Mar 10 '33	37.80—	25.00—	25.00—				
	Mar 10 '33	22.50—	24.19—	37.80—				
	Mar 10 '33	36.22—	35.10—	30.54—				
	Mar 10 '33	36.91—	27.00—	22.00—				
	Mar 10 '33	27.00—	25.00—	25.00—				
	Mar 10 '33	25.00—	20.00—	37.80—				
	Mar 10 '33	26.06—	25.00—	27.22—				
	Mar 10 '33	15.33—	25.00—	31.50—				
	Mar 10 '33	25.00—	25.00—	27.00—				
	Mar 10 '33	22.00—	11.00—	29.70—				
	Mar 10 '33	28.50—	27.00—	27.00—				
	Mar 10 '33	32.11—	16.50—	20.87—				
	Mar 10 '33	6.00—	29.70—	29.70—				
	Mar 10 '33	27.00—	27.00—	27.96—				
	Mar 10 '33	27.00—	27.00—	25.00—				
	Mar 10 '33	27.00—	25.00—	27.00—				
	Mar 10 '33	33.66—	25.45—	24.59—				
	Mar 10 '33	37.80—	37.80—	27.00—				
	Mar 10 '33	31.97—	32.40—	27.00—				
	Mar 10 '33	27.00—	43.20—	27.00—				
	Mar 10 '33	33.75—	27.22—	38.30—				
	Mar 10 '33	35.10—	29.70—	34.03—				
	Mar 10 '33	37.80—	27.00—	27.00—				
	Mar 10 '33	33.49—	22.00—	37.80—				
	Mar 10 '33	27.00—	27.00—	28.35—				
	Mar 10 '33	25.00—	25.00—	27.22—				
	Mar 10 '33	25.00—	29.70—	24.00—				
	Mar 10 '33	27.73—	25.00—	23.26—				
	Mar 10 '33	37.80—	25.00—	29.70—				
	Mar 10 '33	37.80—	27.27—	27.00—				
	Mar 10 '33	25.00—	30.72—	27.00—				
	Mar 10 '33	16.50—	27.00—	23.31—				
	Mar 10 '33	29.25—	29.25—	26.00—				
	Mar 10 '33	25.00—	35.01—	25.00—				
	Mar 10 '33	33.52—	20.00—	25.00—				
	Mar 10 '33	25.00—	25.00—	27.00—				
	Mar 10 '33	34.65—	20.54—	7.00—				
	Mar 10 '33	35.10—	35.79—	37.66—				
	Mar 10 '33	27.22—	27.00—	27.00—				
	Mar 10 '33	29.70—	29.70—	35.54—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Mar 10 '33	37.66—	27.69—	31.26—				
	Mar 10 '33	25.00—	20.00—	31.50—				
	Mar 10 '33	37.80—	25.00—	23.87—				
	Mar 10 '33	2.50—	26.12—	7.50—				
	Mar 10 '33	24.00—	25.00—	27.00—				
	Mar 10 '33	27.00—	25.00—	34.65—				
	Mar 10 '33	4.00—	40.95—	20.00—				
	Mar 10 '33	23.80—	35.10—	27.00—				
	Mar 10 '33	2.50—					Mar 10 '33	268,926.35
268,926.35	Mar 10 '33	27.60—	29.25—	29.25—				
	Mar 10 '33	25.00—	37.80—	27.00—				
	Mar 10 '33	25.00—	37.80—	25.00—				
	Mar 10 '33	29.85—	25.00—	25.25—				
	Mar 10 '33	41.81—	32.40—	33.47—				
	Mar 10 '33	25.00—	27.00—	34.65—				
	Mar 10 '33	16.50—	16.50—	25.00—				
	Mar 10 '33	33.60—	31.81—	25.00—				
	Mar 10 '33	25.00—	10.00—	25.00—				
	Mar 10 '33	30.61—	27.00—	27.00—				
	Mar 10 '33	36.14—	25.00—	33.71—				
	Mar 10 '33	52.15—	32.40—	27.00—				
	Mar 10 '33	25.00—	27.00—	25.00—				
	Mar 10 '33	33.61—	32.40—	27.00—				
	Mar 10 '33	25.00—	24.15—	27.00—				
	Mar 10 '33	27.00—	50.40—	38.30—				
	Mar 10 '33	35.10—	27.00—	15.00—				
	Mar 10 '33	15.00—	23.13—	27.00—				
	Mar 10 '33	27.00—	27.22—	27.22—				
	Mar 10 '33	27.22—	31.93—	27.00—				
	Mar 10 '33	25.00—	20.00—	35.01—				
	Mar 10 '33	33.80—	23.20—	33.55—				
	Mar 10 '33	27.00—	25.00—	50.50—				
	Mar 10 '33	34.83—	27.22—	25.00—				
	Mar 10 '33	27.00—	32.40—	25.00—				
	Mar 10 '33	27.00—	35.10—	32.40—				
	Mar 10 '33	25.00—	21.67—	33.65—				
	Mar 10 '33	37.80—	22.00—	43.20—				
	Mar 10 '33	27.83—	23.23—	25.00—				
	Mar 10 '33	56.07—	27.00—	37.80—				
	Mar 10 '33	25.00—	36.07—	44.10—				
	Mar 10 '33	27.00—	40.95—	22.00—				
	Mar 10 '33	27.00—	29.25—	27.00—				
	Mar 10 '33	29.25—	27.00—	27.00—				
	Mar 10 '33	29.70—	34.65—	21.30—				
	Mar 10 '33	23.09—	22.25—	25.00—				
	Mar 10 '33	22.25—	25.00—	35.86—				
	Mar 10 '33	25.00—	25.03—	2.50—				
	Mar 10 '33	23.09—	34.65—	25.00—				
	Mar 10 '33	20.00—	35.10—	32.40—				
	Mar 10 '33	37.80—	27.00—	27.88—				
	Mar 10 '33	35.04—	25.00—	27.00—				
	Mar 10 '33	26.43—	27.00—	27.00—				
	Mar 10 '33	40.95—	29.25—	32.40—				
	Mar 10 '33	32.40—	27.00—	25.00—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Mar 10 '33	29.25—	25.00—	27.00—				
	Mar 10 '33	25.00—	27.00—	33.37—				
	Mar 10 '33	25.00—	16.50—	25.00—				
	Mar 10 '33	23.06—	22.00—	16.50—				
	Mar 10 '33	27.00—	25.00—	25.00—				
	Mar 10 '33	27.00—	28.03—	33.06—				
	Mar 10 '33	25.85—	25.00—	29.70—				
	Mar 10 '33	27.00—	25.00—	27.00—				
	Mar 10 '33	27.00—	29.25—					
	Mar 10 '33	25.00—	25.00—	35.98—				
	Mar 10 '33	27.00—	50.40—	25.00—				
	Mar 10 '33	20.00—	31.50—	16.50—				
	Mar 10 '33	27.00—	26.28—	27.00—				
	Mar 10 '33	20.00—	27.00—	25.07—				
	Mar 10 '33	25.38—	25.00—	25.00—				
	Mar 10 '33	15.00—	24.96—	32.40—				
	Mar 10 '33	30.00—	31.86—	25.00—				
	Mar 10 '33	40.50—	27.00—	35.10—				
	Mar 10 '33	22.00—	35.10—	32.40—				
	Mar 10 '33	32.40—	43.20—	25.00—				
	Mar 10 '33	56.52—	24.00—	25.00—				
	Mar 10 '33	25.00—	27.00—	25.00—				
	Mar 10 '33	22.25—	27.00—	25.10—				
	Mar 10 '33	27.00—	27.00—	25.00—				
	Mar 10 '33	29.25—	25.00—	27.22—				
	Mar 10 '33	27.00—	25.00—	27.00—				
	Mar 10 '33	29.25—	26.56—	22.00—				
	Mar 10 '33	28.09—	25.00—	24.75—				
	Mar 10 '33	27.00—	11.00—	32.40—				
	Mar 10 '33	31.50—	29.70—	37.80—				
	Mar 10 '33	25.00—	27.00—	24.00—				
	Mar 10 '33	32.40—	32.40—	25.10—				
	Mar 10 '33	25.00—	28.16—	19.25—				
	Mar 10 '33	25.00—	25.00—	25.00—				
	Mar 10 '33	22.00—	27.00—	25.00—				
	Mar 10 '33	25.00—	25.00—	32.40—				
	Mar 10 '33	29.70—	25.00—	24.75—				
	Mar 10 '33	29.25—	29.65—	25.00—				
	Mar 10 '33	25.00—	29.25—	25.25—				
	Mar 10 '33	30.57—	25.00—	25.00—				
	Mar 10 '33	27.00—	37.80—	25.00—				
	Mar 10 '33	35.74—	25.00—					
	Mar 10 '33	25.00—	27.88—	25.00—				
	Mar 10 '33	22.43—	97.98—	23.06—				
	Mar 10 '33	27.00—	27.00—	27.00—				
	Mar 10 '33	27.00—	27.00—	27.00—				
	Mar 10 '33	25.00—	27.00—	25.00—				
	Mar 10 '33	25.00—	27.22—	23.06—				
	Mar 10 '33	22.63—	25.00—	29.25—				
	Mar 10 '33	25.56—	25.00—		Mar 10 '33		Mar 10 '33	260,987.49*—
260,987.49	11 '33	27.00—	27.00—	27.00—				
	11 '33	25.00—	25.00—	27.00—				
	11 '33	25.00—	32.40—	25.00—				
	11 '33	27.00—	22.00—	15.60—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	11 '33	22.00—	25.00—	25.00—				
	11 '33	25.00—	25.00—	37.80—				
	11 '33	25.00—	27.00—	25.00—				
	11 '33	27.00—	25.69—	25.00—				
	11 '33	25.03—	25.00—	27.00—				
	11 '33	24.00—	27.00—	23.29—				
	11 '33	38.59—	23.09—	25.51—				
	11 '33	23.06—	25.00—	25.21—				
	11 '33	25.00—	27.00—	27.00—				
	11 '33	25.00—	25.00—	25.00—				
	11 '33	27.00—	25.00—	25.00—				
	11 '33	25.00—	16.50—	11.00—				
	11 '33	11.00—	27.22—	25.00—				
	11 '33	22.25—	49.76—	49.76—				
	11 '33	25.00—	27.00—	25.00—				
	11 '33	24.75—	25.00—	32.40—				
	11 '33	25.00—	27.00—	23.16—				
	11 '33	27.00—	29.70—	25.00—				
	11 '33	27.00—	25.00—	29.70—				
	11 '33	29.70—	25.00—	112.53—				
	11 '33	15.00—	25.00—	26.00—				
	11 '33	25.00—	27.00—	35.10—				
	11 '33	25.57—	24.75—	25.00—				
	11 '33	24.57—	25.35—	27.00—				
	11 '33	25.00—	24.96—	24.75—				
	11 '33	25.00—	27.00—	25.00—				
	11 '33	26.90—	25.21—	23.09—				
	11 '33	25.00—	25.00—	25.00—				
	11 '33	27.00—	22.25—	27.00—				
	11 '33	25.00—	22.00—	43.83—				
	11 '33	25.00—	27.00—	25.00—				
	11 '33	24.00—	25.48—	25.00—				
	11 '33	16.50—	16.50—	27.00—	11 '33			
	11 '33	25.00—	25.00—	25.00—				
	11 '33	25.00—	25.00—	27.00—				
	11 '33	28.03—	25.00—	32.40—				
	11 '33	27.00—	19.99—	27.00—				
	11 '33	27.00—	25.48—	25.00—				
	11 '33	25.00—	27.00—	22.00—				
	11 '33	25.00—	28.09—	27.00—				
	11 '33	25.00—	31.50—	27.00—				
	11 '33	25.00—	20.00—	15.00—				
	Mar 11 '33	35.79—	28.01—	2.38—				
	Mar 11 '33	28.35—	40.50—	16.50—				
	Mar 11 '33	4.68—	5.00—	29.25—				
	Mar 11 '33	27.00—	27.00—	25.35—				
	Mar 11 '33	25.00—	35.67—	27.00—				
	Mar 11 '33	27.00—	27.00—	27.00—				
	Mar 11 '33	29.70—	27.00—	31.50—				
	Mar 11 '33	27.00—	25.00—	27.00—				
	Mar 11 '33	24.00—	25.00—	25.00—				
	Mar 11 '33	30.37—	25.00—	25.00—				
	Mar 11 '33	27.00—	25.00—	25.00—				
	Mar 11 '33	25.00—	27.00—	25.00—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
			Balance Brought Forward					
	Mar 11 '33	25.00—	22.27—	25.00—				
	Mar 11 '33	25.00—	25.00—	25.00—				
	Mar 11 '33	25.00—	10.00—	25.00—				
	Mar 11 '33	27.00—	12.00—	17.22—				
	Mar 11 '33	27.00—	29.70—	25.00—				
	Mar 11 '33	25.00—	25.00—	27.00—				
	Mar 11 '33	27.00—	24.09—	25.00—				
	Mar 11 '33	25.00—	27.00—	21.14—				
	Mar 11 '33	28.09—	27.00—	22.00—				
	Mar 11 '33	25.00—	25.00—	25.00—				
	Mar 11 '33	25.00—	25.00—	27.00—				
	Mar 11 '33	23.49—	28.35—	27.00—				
	Mar 11 '33	25.00—	27.00—	25.00—				
	Mar 11 '33	25.00—	25.00—	11.00—				
	Mar 11 '33	27.00—	25.62—	25.00—				
	Mar 11 '33	32.50—	36.46—	37.80—				
	Mar 11 '33	16.50—	22.00—	25.00—				
	Mar 11 '33	32.40—	27.00—	27.00—				
	Mar 11 '33	23.26—	32.73—	18.00—				
	Mar 11 '33	25.00—	25.00—	25.00—				
	Mar 11 '33	11.00—	11.00—	25.00—				
	Mar 11 '33	28.97—	32.34—	25.00—				
	Mar 11 '33	29.25—	27.00—	24.00—				
	Mar 11 '33	27.00—	22.25—	27.00—				
	Mar 11 '33	27.00—	12.00—	25.03—				
	Mar 11 '33	25.00—	27.00—	27.00—				
	Mar 11 '33	27.00—	25.00—	25.00—				
	Mar 11 '33	25.00—	50.00—	25.62—				
	Mar 11 '33	32.40—	23.25—	27.00—				
	Mar 11 '33	25.00—	27.00—	19.25—				
	Mar 11 '33	25.00—	25.00—	19.25—				
	Mar 11 '33	6.88—	27.00—	25.00—				
	Mar 11 '33	37.80—	23.78—	15.00—				
	Mar 11 '33	25.00—	15.00—	27.00—				
	Mar 11 '33	27.00—	36.00—	27.00—				
	Mar 11 '33	16.50—	27.00—	27.00—				
	Mar 11 '33	26.00—	32.40—	27.35—				
	Mar 11 '33	30.72—	32.33—	25.00—				
	Mar 11 '33	27.22—	37.80—	25.00—				
	Mar 11 '33	25.00—	27.00—	25.00—				
	Mar 11 '33	27.00—	25.00—	38.07—				
	Mar 11 '33	25.00—	27.22—	29.70—				
	Mar 11 '33	25.00—	29.25—	25.45—				
	Mar 11 '33	29.70—	7.50—	28.35—				
	Mar 11 '33	29.60—	24.88—	28.00—				
	Mar 11 '33	27.00—	15.00—	25.00—				
	Mar 11 '33	27.25—	27.00—	25.00—				
	Mar 11 '33	25.00—	25.00—	25.00—				
	Mar 11 '33	49.76—	27.00—	46.60—				
	Mar 11 '33	35.10—	27.00—	10.00—				
	Mar 11 '33	27.00—	25.00—	35.10—				
	Mar 11 '33	5.00—	25.00—	25.00—				
	Mar 11 '33	29.70—	27.00—					
252,408.20	Mar 11 '33	27.00—	27.00—	25.00—			Mar 11 '33	252,408.20*—

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Mar 11 '33	25.00—	27.00—	37.80—				
	Mar 11 '33	36.45—	4.70—	27.00—				
	Mar 11 '33	25.00—	35.95—	25.00—				
	Mar 11 '33	27.00—	28.01—	27.86—				
	Mar 11 '33	27.88—	27.00—	28.35—				
	Mar 11 '33	19.25—	20.00—	25.87—				
	Mar 11 '33	27.00—	27.00—	29.25—				
	Mar 11 '33	27.00—	25.00—	27.00—				
	Mar 11 '33	32.40—	22.00—	32.40—				
	Mar 11 '33	20.00—	20.00—	27.00—				
	Mar 11 '33	5.00—	7.13—	6.27—				
	Mar 11 '33	27.00—	27.00—	32.40—				
	Mar 11 '33	25.00—	27.00—	25.21—			Mar 11 '33	251,356.02
251,356.02	Mar 11 '33	29.61—			Mar 11 '33	29.60**	Mar 11 '33	251,356.01
251,356.01	Mar 13 '33	2.50—	27.00—	16.50—				
	Mar 13 '33	27.00—	25.00—	27.22—				
	Mar 13 '33	7.10—	27.00—	27.00—				
	Mar 13 '33	27.00—	27.00—	5.00—				
	Mar 13 '33	20.00—	27.00—	25.00—				
	Mar 13 '33	27.22—	27.22—	13.75—				
	Mar 13 '33	34.83—	50.50—	25.00—				
	Mar 13 '33	4.81—	2.40—	10.00—				
	Mar 13 '33	27.00—	32.40—	2.50—				
	Mar 13 '33	4.69—	5.00—	5.00—				
	Mar 13 '33	25.00—	32.17—	20.00—				
	Mar 13 '33	25.00—	27.00—	27.00—				
	Mar 13 '33	24.00—	27.00—	27.00—				
	Mar 13 '33	27.00—	7.50—	25.00—			Mar 13 '33	250,447.70
	Mar 13 '33	25.00—						
250,447.70	Mar 14 '33	25.00—	51.52—	29.70—				
	Mar 14 '33	29.70—	19.50—	27.00—				
	Mar 14 '33	20.00—	25.00—	27.00—				
	Mar 14 '33	25.00—	22.00—	5.00—				
	Mar 14 '33	4.79—	25.00—	25.00—				
	Mar 14 '33	30.00—	22.00—				Mar 14 '33	250,034.49
250,034.49	Mar 15 '33	120.39—	30.04—	65.18—				
	Mar 15 '33	87.84—	54.16—	78.55—				
	Mar 15 '33	83.58—	63.58—	242.15—				
	Mar 15 '33	75.28—	74.40—	99.24—				
	Mar 15 '33	74.87—	141.87—	156.09—				
	Mar 15 '33	41.66—	104.10—	106.65—				
	Mar 15 '33	135.33—	94.66—	117.59—				
	Mar 15 '33	103.47—	100.79—	75.00—				
	Mar 15 '33	53.22—	94.94—	94.00—				
	Mar 15 '33	104.41—	80.77—	90.33—				
	Mar 15 '33	158.91—	102.95—	60.08—				
	Mar 15 '33	61.80—	68.86—	93.74—				
	Mar 15 '33	43.33—	74.44—	83.09—				
	Mar 15 '33	78.58—	77.50—	104.41—				
	Mar 15 '33	307.80—	82.70—	81.94—				
	Mar 15 '33	60.74—	61.95—	58.46—				
	Mar 15 '33	57.47—	57.44—	63.59—				
	Mar 15 '33	57.49—	50.83—	87.67—				

** Pencilled line drawn through this deposit item on original exhibit.

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

d Balance	Date	Checks in Detail		Date	Deposits	Date	New Balante.
		Balance Brought Forward					
	Mar 15 '33	76.27—	101.25—				63.28—
	Mar 15 '33	94.14—	148.99—				63.85—
	Mar 15 '33	88.09—	67.50—				47.58—
	Mar 15 '33	71.05—	112.22—				78.75—
	Mar 15 '33	99.32—	94.35—				82.55—
	Mar 15 '33	57.78—	101.34—				79.77—
	Mar 15 '33	50.00—	49.53—				81.94—
	Mar 15 '33	2.00—	2.00—				92.06—
	Mar 15 '33	99.87—	81.63—				87.01—
	Mar 15 '33	107.11—	61.69—				121.15—
	Mar 15 '33	103.45—	94.48—				63.16—
	Mar 15 '33	70.37—	80.53—				65.62—
	Mar 15 '33	105.94—	94.00—				82.99—
	Mar 15 '33	89.29—	73.58—				68.18—
	Mar 15 '33	107.65—	73.91—				96.65—
	Mar 15 '33	2.40—	2.40—				84.03—
	Mar 15 '33	105.11—	95.92—				7.13—
	Mar 15 '33	67.68—	104.99—				70.74—
	Mar 15 '33	104.26—	101.25—				105.24—
	Mar 15 '33	84.32—	78.74—				102.87—
	Mar 15 '33	113.97—	115.02—				57.14—
	Mar 15 '33	56.25—	56.25—				58.52—
	Mar 15 '33	44.16—	78.50—				71.08—
	Mar 15 '33	79.65—	205.90—				101.34—
	Mar 15 '33	101.85—	78.21—				78.21—
	Mar 15 '33	96.21—	43.60—				63.82—
	Mar 15 '33	56.74—	51.46—				47.59—
	Mar 15 '33	51.55—	62.75—				77.25—
	Mar 15 '33	66.78—	105.11—				103.68—
	Mar 15 '33	10.00—	50.00—				71.24—
	Mar 15 '33	128.13—	22.98—				273.44—
	Mar 15 '33	115.90—	71.43—				159.79—
	Mar 15 '33	92.07—	78.45—				70.83—
	Mar 15 '33	70.60—	53.90—				96.55—
	Mar 15 '33	84.37—	117.43—				106.34—
	Mar 15 '33	106.95—	96.36—				115.76—
	Mar 15 '33	99.92—	62.89—				126.13—
	Mar 15 '33	71.03—	87.42—				112.50—
	Mar 15 '33	177.50—	70.52—				56.67—
	Mar 15 '33	163.18—	66.71—				97.97—
	Mar 15 '33	69.98—	106.24—				99.96—
	Mar 15 '33	54.90—	66.85—				70.33—
	Mar 15 '33	88.87—	84.09—				110.35—
	Mar 15 '33	49.13—	12.50—				67.38—
	Mar 15 '33	67.27—	51.85—				66.90—
	Mar 15 '33	100.47—	61.60—				51.35—
	Mar 15 '33	93.74—	59.87—				62.50—
	Mar 15 '33	61.69—	56.25—				56.25—
	Mar 15 '33	51.77—	51.71—				52.50—
	Mar 15 '33	52.11—	52.15—				51.25—
	Mar 15 '33	39.02—	38.08—				33.33—
	Mar 15 '33	33.33—	33.33—				33.33—
	Mar 15 '33	33.33—	32.64—				33.33—
	Mar 15 '33	33.33—	31.32—				15.00—
	Mar 15 '33	112.50—	51.67—				113.21—

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Mar 15 '33	53.13—	57.44—	71.42—				
	Mar 15 '33	51.67—	137.60—	51.11—				
	Mar 15 '33	110.69—	88.20—	176.56—				
	Mar 15 '33	240.89—	166.14—	74.57—				
	Mar 15 '33	91.05—	215.20—	51.85—				
	Mar 15 '33	57.12—	124.82—	140.64—				
	Mar 15 '33	78.45—	66.74—	124.06—				
	Mar 15 '33	33.33—	89.18—	113.87—				
	Mar 15 '33	77.97—	71.38—	68.53—				
	Mar 15 '33	70.98—	57.15—	75.35—				
	Mar 15 '33	74.87—	121.08—	25.00—				
	Mar 15 '33	159.51—	25.00—	25.00—				
	Mar 15 '33	100.23—	82.49—	105.61—				
	Mar 15 '33	82.60—	83.97—	7.21—				
	Mar 15 '33	4.81—	98.21—	88.66—				
	Mar 15 '33	146.96—	127.12—	87.97—				
	Mar 15 '33	132.97—	251.63—	32.40—				
	Mar 15 '33	114.37—	116.86—	116.86—				
	Mar 15 '33	27.22—	50.50—	203.70—				
	Mar 15 '33	95.53—	22.00—	206.75—				
	Mar 15 '33	70.97—	86.12—	106.71—				
	Mar 15 '33	170.40—	79.32—	54.16—				
	Mar 15 '33	93.10—	83.50—	69.23—				
	Mar 15 '33	82.04—	70.59—	78.25—				
	Mar 15 '33	105.24—	96.55—	68.91—				
	Mar 15 '33	135.93—	103.47—	340.79—				
	Mar 15 '33	90.00—	57.67—	104.97—				
	Mar 15 '33	88.53—	74.01—					
	Mar 15 '33	192.69—					Mar 15 '33	224,269.83
224,269.83	Mar 15 '33	2.50—	105.84—	107.06—				
	Mar 15 '33	90.00—	53.57—	25.00—				
	Mar 15 '33	25.06—	105.14—	101.55—				
	Mar 15 '33	95.30—	68.34—	106.65—				
	Mar 15 '33	36.22—	53.93—	40.95—			Mar 15 '33	223,254.26
223,254.26	Mar 15 '33	22.98—			Mar 15 '33	22.98**	Mar 15 '33	223,054.26
223,054.26	Mar 16 '33	97.98—	180.00—	82.49—				
	Mar 16 '33	15.00—	68.08—	62.12—				
	Mar 16 '33	67.50—	63.41—	96.15—				
	Mar 16 '33	52.06—	120.29—	52.25—				
	Mar 16 '33	54.16—	73.93—	31.66—				
	Mar 16 '33	53.49—	67.34—	112.50—				
	Mar 16 '33	66.85—	146.25—					
	Mar 16 '33	41.66—	31.66—	103.61—				
	Mar 16 '33	88.54—	29.22—	27.00—				
	Mar 16 '33	28.35—	100.94—					
	Mar 16 '33	89.18—	25.00—	27.00—				
	Mar 16 '33	27.22—	25.00—	29.70—				
	Mar 16 '33	27.00—	22.27—	30.00—				
	Mar 16 '33	27.22—	26.53—	10.00—				
	Mar 16 '33	122.31—	29.70—	27.53—				
	Mar 16 '33	25.00—	39.15—	203.70—				
	Mar 16 '33	37.00—	21.00—	25.00—				
	Mar 16 '33	226.04—	25.51—	27.00—				
	Mar 16 '33	41.81—	29.70—	2.50—				

** Pencilled line drawn through this deposit item on original exhibit.

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

d Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Mar 16 '33	29.25—	24.75—	27.00—				
	Mar 16 '33	27.00—	29.70—	2.75—				
	Mar 16 '33	2.75—	2.75—	25.00—				
	Mar 16 '33	25.00—	29.70—	22.40—				
	Mar 16 '33	25.00—	25.00—	25.00—				
	Mar 16 '33	25.00—	27.00—	27.22—				
	Mar 16 '33	33.07—	106.84—	27.00—				
	Mar 16 '33	23.06—	29.70—	25.00—				
	Mar 16 '33	4.20—	3.50—	3.50—				
	Mar 16 '33	3.95—	3.16—	3.58—				
	Mar 16 '33	3.03—	3.03—	2.75—				
	Mar 16 '33	37.80—	36.45—	37.80—				
	Mar 16 '33	27.00—	27.00—	27.00—				
	Mar 16 '33	27.00—	26.40—	26.40—				
	Mar 16 '33	27.00—	25.00—	19.25—				
	Mar 16 '33	25.16—	13.75—	20.00—				
	Mar 16 '33	27.00—	29.25—	25.00—				
	Mar 16 '33	27.00—	32.40—	27.22—				
	Mar 16 '33	23.16—	5.00—	53.24—				
	Mar 16 '33	92.74—	53.17—	67.39—				
	Mar 16 '33	67.29—	86.74—	65.61—				
	Mar 16 '33	66.71—	66.78—	82.49—				
	Mar 16 '33	92.59—	71.36—	59.51—				
	Mar 16 '33	25.00—	19.43—	67.32—				
	Mar 16 '33	36.66—	90.36—	27.00—				
	Mar 16 '33	63.82—	24.00—	337.88—				
	Mar 16 '33	5.00—	51.96—	50.88—				
	Mar 16 '33	39.49—	25.00—	41.53—				
	Mar 16 '33	22.00—	41.53—	103.94—				
	Mar 16 '33	53.62—	273.44—	123.94—				
	Mar 16 '33	72.36—	50.00—	4.68—				
	Mar 16 '33	24.06—	52.06—	25.00—				
	Mar 16 '33	27.22—	5.00—	85.52—			Mar 16 '33	215,717.70*—
15,717.70	Mar 16 '33	27.00—	31.66—	106.57—			Mar 16 '33	215,495.75*—
	Mar 16 '33	2.50—	27.22—	27.00—				
15,495.75	Mar 17 '33	16.50—	30.37—	30.37—				
	Mar 17 '33	29.70—	25.00—	94.71—				
	Mar 17 '33	35.10—	25.00—	27.00—				
	Mar 17 '33	20.46—	15.00—	105.36—				
	Mar 17 '33	105.36—	27.00—	30.54—				
	Mar 17 '33	27.00—	27.00—	27.00—				
	Mar 17 '33	27.00—	20.00—	25.00—				
	Mar 17 '33	5.00—	25.00—	25.99—				
	Mar 17 '33	25.00—	36.00—	50.40—				
	Mar 17 '33	29.95—	29.95—	53.24—				
	Mar 17 '33	75.00—	48.60—	5.00—				
	Mar 17 '33	84.19—	61.60—	27.00—				
	Mar 17 '33	22.00—	40.95—	20.00—				
	Mar 17 '33	166.20—	22.00—	20.00—				
	Mar 17 '33	25.00—	22.00—	5.10—				
	Mar 17 '33	23.01—	23.33—	28.52—				
	Mar 17 '33	27.00—	23.20—	32.40—				
	Mar 17 '33	27.00—	27.00—	36.22—				
	Mar 17 '33	76.25—	76.25—	24.75—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Bal
			Balance Brought Forward					
	Mar 17 '33	25.00—	35.87—	27.00—				
	Mar 17 '33	39.16—	106.42—	23.31—				
	Mar 17 '33	32.40—	25.00—	27.00—				
	Mar 17 '33	32.40—	15.00—	21.30—				
	Mar 17 '33	25.00—	24.75—	33.70—				
	Mar 17 '33	36.07—	37.80—					
	Mar 17 '33	27.22—	27.22—	27.00—				
	Mar 17 '33	25.00—	22.00—	27.00—				
	Mar 17 '33	30.37—	26.00—	25.00—				
	Mar 17 '33	140.62—	35.58—	35.10—				
	Mar 17 '33	35.10—	27.00—	29.70—				
	Mar 17 '33	43.60—	25.00—	37.80—				
	Mar 17 '33	36.45—	30.37—	2.50—				
	Mar 17 '33	34.65—	34.65—	32.40—				
	Mar 17 '33	32.40—	25.03—	27.00—				
	Mar 17 '33	31.20—	27.22—	33.75—				
	Mar 17 '33	27.00—	28.35—	34.28—				
	Mar 17 '33	34.28—	25.00—	36.14—				
	Mar 17 '33	36.14—	36.14—	32.08—				
	Mar 17 '33	27.00—	27.00—	23.33—				
	Mar 17 '33	27.73—	15.00—	27.00—				
	Mar 17 '33	25.00—	29.25—	27.00—				
	Mar 17 '33	27.00—	29.85—	37.80—				
	Mar 17 '33	39.05—	15.00—	25.00—				
	Mar 17 '33	25.21—	25.00—	27.00—				
	Mar 17 '33	33.55—	35.10—	37.80—				
	Mar 17 '33	24.19—	32.40—	24.00—				
	Mar 17 '33	33.47—	25.00—	27.00—				
	Mar 17 '33	32.40—	2.41—	38.75—				
	Mar 17 '33	30.37—	30.37—	26.64—				
	Mar 17 '33	23.80—	15.00—	36.10—				
	Mar 17 '33	31.93—	27.00—	25.00—				
	Mar 17 '33	19.25—	27.27—	37.80—				
	Mar 17 '33	25.00—	29.25—	24.59—				
	Mar 17 '33	63.75—	27.00—	25.03—				
	Mar 17 '33	22.25—	27.00—	25.00—				
	Mar 17 '33	36.91—	21.88—	27.00—				
	Mar 17 '33	25.00—	27.00—	27.00—				
	Mar 17 '33	59.87—	103.94—	88.69—				
	Mar 17 '33	32.40—	35.48—	16.50—				
	Mar 17 '33	25.00—	81.13—	27.19—				
	Mar 17 '33	25.00—	27.00—	25.00—				
	Mar 17 '33	31.66—	85.47—	16.50—				
	Mar 17 '33	33.60—	36.14—	37.80—				
	Mar 17 '33	25.00—	25.00—	35.79—				
	Mar 17 '33	25.00—	27.00—	25.00—				
	Mar 17 '33	27.22—	25.03—	25.00—				
	Mar 17 '33	78.29—	16.50—	27.00—				
	Mar 17 '33	29.70—	29.70—	25.00—				
	Mar 17 '33	27.22—	35.10—	29.25—				
	Mar 17 '33	22.00—	23.89—	32.40—				
	Mar 17 '33	27.22—	29.70—	27.00—				
	Mar 17 '33	19.25—	29.02—	25.00—				
	Mar 17 '33	27.22—	27.00—	25.00—				
	Mar 17 '33	25.21—	27.00—	27.00—				
	Mar 17 '33	33.07—	28.16—	27.00—				

** Pencilled line drawn through [illegible]

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Date	Checks in Detail			Date	Deposits	Date	New Balance
	Balance Brought Forward						
Mar 17 '33	34.65	34.65	27.00				
Mar 17 '33	31.26	35.01	27.00				
Mar 17 '33	37.80	28.50	93.74				
Mar 17 '33	25.00	25.00	168.75				
Mar 17 '33	46.60	32.40	28.50				
Mar 17 '33	27.00	26.00	29.70				
Mar 17 '33	25.00	37.06	36.15				
Mar 17 '33	35.10	40.50	38.54				
Mar 17 '33	25.00	34.94	25.00				
Mar 17 '33	27.00	37.80	33.60				
Mar 17 '33	23.63	19.94	33.49				
Mar 17 '33	23.87	25.00	37.80				
Mar 17 '33	31.50	35.54	32.11				
Mar 17 '33	35.10	38.30	51.17				
Mar 17 '33	20.00	37.66	29.70				
Mar 17 '33	27.00	18.00	25.00				
Mar 17 '33	25.00	21.75	25.38				
Mar 17 '33	2.38	37.80	32.40				
Mar 17 '33	37.80	37.80	33.65				
Mar 17 '33	35.10	24.75	36.69				
Mar 17 '33	25.00	25.00	25.00				
Mar 17 '33	27.00	27.00	21.67				
Mar 17 '33	32.90	24.00	25.00				
Mar 17 '33	25.00	29.20	310.12				
Mar 17 '33	37.80	27.22	27.86				
Mar 17 '33	32.40	27.00	32.40				
Mar 17 '33	31.97	29.85	27.00				
Mar 17 '33	153.41	37.80	25.00				
Mar 17 '33	25.00	36.22	29.70				
Mar 17 '33	34.65	25.00	27.22				
Mar 17 '33	24.00	2.50	27.96				
Mar 17 '33	25.00	27.22	25.00				
Mar 17 '33	25.00	27.00	22.42				
Mar 17 '33	33.80	16.50	27.00				
Mar 17 '33	25.00	27.00	24.75				
Mar 17 '33	25.00	25.62	23.26				
Mar 17 '33	25.00	25.00	27.00				
Mar 17 '33	16.50	31.05	25.00				
Mar 17 '33	43.15	30.37	25.00				
Mar 17 '33	41.53	27.00	25.00				
Mar 17 '33	25.38	27.00	19.35				
Mar 17 '33	22.50	35.10	29.25				
Mar 17 '33	2.40	211.61	25.00				
Mar 17 '33	32.40	25.45	27.00				
Mar 17 '33	11.00	25.00	35.10				
Mar 17 '33	27.00	25.00	25.00				
Mar 17 '33	27.00	25.00	25.00				
Mar 17 '33	40.95	27.00	25.00				
Mar 17 '33	24.75	25.00	25.00				
Mar 17 '33	25.00	27.00	25.00				
Mar 17 '33	27.22	24.15	25.00				
Mar 17 '33	27.00	25.00	23.06				
Mar 17 '33	25.00	25.00	34.65				
Mar 17 '33	27.00	25.00	22.25				
Mar 17 '33	27.00	25.00	32.40				
Mar 17 '33	75.00	82.49	35.67				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail		Date	Deposits	Date	New B
		Balance Brought Forward					
	Mar 17 '33	25.00—	34.03—		25.00—		
	Mar 17 '33	32.40—	29.70—		36.45—		
	Mar 17 '33	25.00—	10.00—		40.95—		
	Mar 17 '33	25.00—	25.65—		25.00—		
	Mar 17 '33	27.00—	21.14—		25.00—		
	Mar 17 '33	29.70—	25.00—		5.00—		
	Mar 17 '33	5.00—	25.07—		25.00—		
	Mar 17 '33	33.61—	27.00—		135.00—		
	Mar 17 '33	25.00—	29.70—		32.40—		
	Mar 17 '33	32.40—	31.50—		25.00—		
	Mar 17 '33	25.00—	40.95—		24.00—		
	Mar 17 '33	27.00—	25.00—		34.96—		
	Mar 17 '33	27.00—	25.00—		43.20—		
	Mar 17 '33	25.00—	32.40—		20.00—		
	Mar 17 '33	27.00—	37.80—		22.25—		
	Mar 17 '33	27.00—	25.00—		25.00—		
	Mar 17 '33	25.85—	25.00—		28.03—		
	Mar 17 '33	23.26—	35.04—		27.00—		
	Mar 18 '33	37.80—	24.50—		27.00—		
	Mar 17 '33	23.23—	22.16—		27.00—		
	Mar 17 '33	24.00—	24.75—		27.88—		
	Mar 17 '33	25.00—	40.95—		44.10—		
	Mar 17 '33	22.00—	27.00—		20.00—		
	Mar 17 '33	33.06—	27.00—		27.00—		
	Mar 17 '33	25.00—	34.65—		27.00—		
	Mar 17 '33	27.00—	29.25—		27.00—		
	Mar 17 '33	32.40—	32.40—		37.80—		
	Mar 17 '33	29.25—	27.00—		32.40—		
	Mar 17 '33	27.43—	35.10—		35.10—		
	Mar 17 '33	32.12—	25.00—		25.00—		
	Mar 17 '33	40.95—	25.00—		35.98—		
	Mar 17 '33	27.00—	41.81—		32.40—		
	Mar 17 '33	33.37—	34.29—		35.10—		
	Mar 17 '33	32.40—	26.28—		16.50—		
	Mar 17 '33	27.00—	26.44—		20.00—		
	Mar 17 '33	25.00—	25.00—		25.00—		
	Mar 17 '33	27.00—	25.00—		38.75—		
	Mar 17 '33	27.83—	15.00—		20.00—		
	Mar 17 '33	43.20—	26.53—		23.06—		
	Mar 17 '33	20.00—	22.25—		22.00—		
	Mar 17 '33	27.00—	32.73—				
	Mar 17 '33	27.00—	25.00—		16.50—		
	Mar 17 '33	25.00—	27.00—		29.70—		
	Mar 17 '33	35.10—	29.70—		32.40—		
	Mar 17 '33	20.00—	49.76—		27.00—		
	Mar 17 '33	24.25—	34.83—		25.00—		
	Mar 17 '33	24.75—	25.00—		50.40—		
	Mar 17 '33	27.00—	32.01—		29.70—		
	Mar 17 '33	5.00—	11.00—		26.90—		
	Mar 17 '33	25.00—	170.99—		24.88—		
	Mar 17 '33	27.22—	25.00—		27.00—		
	Mar 17 '33	28.31—	25.00—		25.00—		
	Mar 17 '33	25.00—	25.00—		27.00—		
	Mar 17 '33	25.00—	29.70—		27.00—		

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

lance	Date	Checks in Detail			Date	Deposits	Date	New Balance
			Balance Brought Forward					
	Mar 17 '33	27.00—	25.00—	4.79—				
	Mar 17 '33	26.56—	27.00—	28.47—				
	Mar 17 '33	27.00—	32.40—	25.00—				
	Mar 17 '33	31.50—	33.64—	32.40—				
	Mar 17 '33	25.00—	25.00—	29.70—				
	Mar 17 '33	29.25—	27.00—	27.00—				
	Mar 17 '33	25.00—	25.00—	37.80—				
	Mar 17 '33	24.75—	24.75—	11.00—				
	Mar 17 '33	25.00—	25.00—	25.00—				
	Mar 17 '33	22.25—	25.48—	25.00—				
	Mar 17 '33	25.00—	27.00—	25.00—				
	Mar 17 '33	25.00—	27.00—	30.37—				
	Mar 17 '33	25.00—	25.00—	32.40—				
	Mar 17 '33	36.46—	38.75—	56.52—				
	Mar 17 '33	32.40—	25.00—	27.00—				
	Mar 17 '33	37.80—	22.00—	27.00—			Mar 17 '33	196,468.32*—
68.32	Mar 18 '33	25.00—	25.57—	25.00—				
	Mar 18 '33	27.00—	82.49—	35.95—				
	Mar 18 '33	25.00—	25.00—	27.00—				
	Mar 18 '33	27.00—	25.00—	22.00—				
	Mar 18 '33	11.00—	25.00—	16.50—				
	Mar 18 '33	80.05—	27.00—	25.00—				
	Mar 18 '33	25.00—	25.00—	27.00—				
	Mar 18 '33	27.00—	25.54—	22.25—				
	Mar 18 '33	25.00—	24.57—	27.00—				
	Mar 18 '33	25.00—	25.21—	24.96—				
	Mar 18 '33	25.00—	33.52—	27.88—				
	Mar 18 '33	25.00—	22.43—	16.50—				
	Mar 18 '33	36.14—	25.00—	25.00—				
	Mar 18 '33	23.06—	27.00—	32.40—				
	Mar 18 '33	27.00—	25.48—	25.00—				
	Mar 18 '33	27.00—	25.00—	25.56—				
	Mar 18 '33	25.28—	25.00—	25.00—				
	Mar 18 '33	23.29—	25.51—	33.66—				
	Mar 18 '33	25.62—	18.12—	11.00—				
	Mar 18 '33	27.22—	29.70—	27.22—				
	Mar 18 '33	25.57—	25.35—	27.00—				
	Mar 18 '33	25.00—	16.50—	25.00—				
	Mar 18 '33	27.00—	24.00—	29.25—				
	Mar 18 '33	25.45—	25.00—	32.40—				
	Mar 18 '33	31.50—	25.00—	29.25—				
	Mar 18 '33	25.00—	25.00—	27.00—				
	Mar 18 '33	25.00—	25.00—	27.00—				
	Mar 18 '33	28.03—	24.96—	25.00—				
	Mar 18 '33	25.00—	25.00—	25.00—				
	Mar 18 '33	25.00—	27.22—	25.00—				
	Mar 18 '33	24.00—	25.00—	27.00—				
	Mar 18 '33	23.06—	25.00—	29.25—				
	Mar 18 '33	67.50—	16.50—	23.09—				
	Mar 18 '33	28.97—	49.33—	25.00—				
	Mar 18 '33	25.00—	27.00—	27.00—				
	Mar 18 '33	25.00—	60.00—	2.00—				
	Mar 18 '33	27.00—	36.00—	27.00—				
	Mar 18 '33	8.00—	27.00—	27.00—				
	Mar 18 '33	67.41—	27.00—	27.00—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Mar 18 '33	12.00—	10.00—	25.00—				
	Mar 18 '33	222.85—	50.00—	25.00—				
	Mar 18 '33	24.00—	27.00—	35.86—				
	Mar 18 '33	25.00—	29.25—	49.76—				
	Mar 18 '33	25.00—	50.00—	50.00—				
	Mar 18 '33	32.40—	19.99—	19.99—				
	Mar 18 '33	44.75—	27.00—	226.04—				
	Mar 18 '33	25.00—	23.36—	23.26—				
	Mar 18 '33	25.00—	27.00—	34.38—				
	Mar 18 '33	168.75—	168.75—	23.26—				
	Mar 18 '33	27.00—	32.40—	27.00—				
	Mar 18 '33	61.82—	10.00—	5.00—				
	Mar 18 '33	5.00—	2.50—	27.00—				
	Mar 18 '33	27.00—	101.27—	24.00—				
	Mar 18 '33	32.40—	25.00—	27.00—				
	Mar 18 '33	29.70—	25.00—	25.00—				
	Mar 18 '33	27.00—	25.00—	25.00—				
	Mar 18 '33	34.83—	27.00—	43.83—				
	Mar 18 '33	25.00—	25.00—	27.00—				
	Mar 18 '33	26.00—	25.00—	25.00—				
	Mar 18 '33	25.69—	24.09—	27.00—				
	Mar 18 '33	25.00—	25.00—	40.50—				
	Mar 18 '33	2.41—	31.50—	25.00—				
	Mar 18 '33	25.00—	27.00—	24.00—				
	Mar 18 '33	25.00—	27.00—	30.37—				
	Mar 18 '33	25.00—	25.00—	25.00—				
	Mar 18 '33	27.22—	25.00—	25.00—				
	Mar 18 '33	25.00—	25.00—	27.00—				
	Mar 18 '33	27.00—	27.00—	29.70—				
	Mar 18 '33	27.00—	52.15—	19.25—				
	Mar 18 '33	25.00—	27.00—	23.13—				
	Mar 18 '33	27.00—	34.28—	27.00—				
	Mar 18 '33	22.30—	70.48—	5.00—				
	Mar 18 '33	24.96—	24.96—	112.53—				
	Mar 18 '33	27.00—	27.00—	27.00—				
	Mar 18 '33	27.00—	25.00—	25.00—				
	Mar 18 '33	25.00—	15.00—	328.13—				
	Mar 18 '33	24.00—	27.00—	25.00—				
	Mar 18 '33	29.70—	2.50—	25.00—				
	Mar 18 '33	25.00—	37.80—	25.00—				
	Mar 18 '33	25.00—	7.50—	27.00—				
	Mar 18 '33	27.00—	20.00—	31.50—				
	Mar 18 '33	28.00—	25.00—	25.48—				
	Mar 18 '33	20.00—	50.50—	43.20—				
	Mar 18 '33	25.00—	10.00—	27.00—				
	Mar 18 '33	25.00—	27.00—	16.50—				
	Mar 18 '33	25.69—	27.00—	114.85—				
	Mar 18 '33	25.00—	25.00—	24.75—				
	Mar 18 '33	25.00—	50.00—	25.00—			Mar 18 '33	187.90
	Mar 18 '33	25.00—	25.00—	25.00—				
187,901.54	Mar 18 '33	27.00—	25.00—	27.00—				
	Mar 18 '33	32.40—	27.00—	25.00—				
	Mar 18	25.10—	25.00—	7.50—				
	Mar 18 '33	38.59—	27.00—	25.38—				
	Mar 18 '33	25.00—	10.00—	25.00—				

Plaintiff's Exhibit 7.

First National Bank and Trust Company

Yonkers, N. Y.

Name Treasurer City of Yonkers

Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Mar 18 '33	25.21—	27.00—	29.25—				
	Mar 18 '33	23.36—	27.00—	25.00—				
	Mar 18 '33	4.76—	25.00—	27.00—				
	Mar 18 '33	27.00—	20.00—	32.40—				
	Mar 18 '33	27.88—	27.00—	22.25—				
	Mar 18 '33	27.00—	28.01—	31.86—				
	Mar 18 '33	25.00—	27.00—	24.00—				
	Mar 18 '33	24.88—	25.00—	32.40—				
	Mar 18 '33	25.00—	27.00—	27.00—				
	Mar 18 '33	27.00—	27.22—	25.00—				
	Mar 18 '33	24.00—	19.25—	27.00—				
	Mar 18 '33	24.00—	27.00—	27.00—				
	Mar 18 '33	25.00—	24.00—	27.00—				
	Mar 18 '33	27.00—					Mar 18 '33	186,508.02*—
508.02	Mar 18 '33	25.00—	39.00—	25.00—				
	Mar 18 '33	27.00—	4.69—	5.00—				
	Mar 18 '33	5.00—	32.40—	29.70—				
	Mar 18 '33	29.70—	27.00—	27.00—				
	Mar 18 '33	25.00—	25.00—	25.00—				
	Mar 18 '33	84.37—	192.69—				Mar 18 '33	185,879.47*—
879.47	Mar 20 '33	25.00—	27.22—	25.00—				
	Mar 20 '33	27.00—	52.15—	20.00—				
	Mar 20 '33	20.00—	2.75—	2.75—				
	Mar 20 '33	3.00—	3.00—	3.00—				
	Mar 20 '33	8.75—	8.75—	2.75—				
	Mar 20 '33	2.75—	2.75—	4.20—				
	Mar 20 '33	4.20—	4.90—	2.20—				
	Mar 20 '33	2.75—	.85—	2.71—				
	Mar 20 '33	3.90—	3.90—	3.90—				
	Mar 20 '33	2.75—	31.50—	27.18—				
	Mar 20 '33	27.22—	5.00—	25.20—				
	Mar 20 '33	25.03—	25.00—	32.40—				
	Mar 20 '33	25.00—	27.00—	29.25—				
	Mar 20 '33	25.00—	22.00—	29.70—				
	Mar 20 '33	24.75—	24.00—	27.22—				
	Mar 20 '33	27.37—	16.50—	22.00—				
	Mar 20 '33	5.50—	9.00—	23.33—				
	Mar 20 '33	35.10—	25.00—	25.00—				
	Mar 20 '33	26.14—	23.33—	38.59—				
	Mar 20 '33	35.54—	32.40—	32.40—				
	Mar 20 '33	22.00—	25.00—	24.00—				
	Mar 20 '33	31.50—	23.20—	12.75—				
	Mar 20 '33	29.70—	37.66—	26.06—				
	Mar 20 '33	29.70—	27.00—	46.60—				
	Mar 20 '33	34.94—	33.80—	25.00—				
	Mar 20 '33	25.78—	30.15—	27.00—				
	Mar 20 '33	29.70—	25.00—	27.22—				
	Mar 20 '33	20.00—	23.87—	20.00—				
	Mar 20 '33	25.00—	27.00—	37.80—				
	Mar 20 '33	27.00—	25.00—	36.46—				
	Mar 20 '33	30.54—	27.22—	27.22—				
	Mar 20 '33	27.22—	128.57—	29.70—				
	Mar 20 '33	15.00—	25.00—	28.00—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Bal
		Balance Brought Forward						
	Mar 20 '33	27.73—	24.96—	27.22—				
	Mar 20 '33	27.22—	27.22—	25.62—				
	Mar 20 '33	23.09—	27.22—	25.00—				
	Mar 20 '33	27.83—	25.00—	25.00—				
	Mar 20 '33	25.00—	32.40—	25.00—				
	Mar 20 '33	32.11—	27.16—	25.00—				
	Mar 20 '33	29.70—	27.88—	27.22—				
	Mar 20 '33	27.22—	24.75—	25.65—				
	Mar 20 '33	24.75—	27.00—	34.83—				
	Mar 20 '33	30.73—	29.70—	27.22—				
	Mar 20 '33	28.02—	27.46—	32.40—				
	Mar 20 '33	35.10—	31.86—	33.66—				
	Mar 20 '33	27.00—	29.70—	27.00—				
	Mar 20 '33	30.67—	24.75—	28.12—				
	Mar 20 '33	29.70—	16.50—	25.00—				
	Mar 20 '33	75.00—	337.88—	27.00—				
	Mar 20 '33	29.70—	31.50—	31.50—				
	Mar 20 '33	38.54—	29.70—	8.25—				
	Mar 20 '33	25.00—	27.00—	26.53—				
	Mar 20 '33	26.72—	27.22—	29.70—				
	Mar 20 '33	40.95—	5.00—	24.75—				
	Mar 20 '33	32.73—	27.22—	25.00—				
	Mar 20 '33	25.00—	25.00—	20.00—				
	Mar 20 '33	24.00—	40.95—	22.00—				
	Mar 20 '33	29.70—	32.57—	30.64—				
	Mar 20 '33	9.57—	22.25—	27.00—				
	Mar 20 '33	33.60—	28.12—	29.89—				
	Mar 20 '33	10.00—	29.70—	22.75—				
	Mar 20 '33	30.50—	29.70—	29.70—				
	Mar 20 '33	28.18—	27.22—	27.22—				
	Mar 20 '33	29.70—	29.70—	19.25—				
	Mar 20 '33	27.22—	22.00—	24.00—				
	Mar 20 '33	22.00—	19.25—	27.54—				
	Mar 20 '33	25.00—	23.26—	25.00—				
	Mar 20 '33	23.06—	25.60—	27.00—				
	Mar 20 '33	34.65—	29.70—	27.22—				
	Mar 20 '33	25.00—	25.00—	27.22—				
							Mar 22 '33	180,279.29
180,279.29	Mar 20 '33	25.00—	26.28—				Mar 20 '33	180,228.01
180,228.01	Mar 20 '33	27.00—	27.00—	23.09—				
	Mar 20 '33	23.06—	25.38—				Mar 20 '33	180,102.48
180,102.48	Mar 20 '33	27.00—	25.00—	27.00—				
	Mar 20 '33	27.00—	25.00—	25.00—				
	Mar 20 '33	27.00—	35.10—	27.20—				
	Mar 20 '33	35.10—	25.00—	25.00—				
	Mar 20 '33	36.00—	36.00—	20.00—				
	Mar 20 '33	82.49—	27.00—	23.30—				
	Mar 20 '33	27.22—	27.22—	29.70—				
	Mar 20 '33	22.25—	29.70—	15.00—				
	Mar 20 '33	29.70—	27.00—	27.22—				
	Mar 20 '33	29.70—	29.70—	33.75—				
	Mar 20 '33	27.00—	27.22—	29.70—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

lance	Date	Checks in Detail			Date	Deposits	Date	New Balance
			Balance Brought Forward					
	Mar 20 '33	26.64—	27.22—	27.22—				
	Mar 20 '33	27.22—	27.22—	4.50—				
	Mar 20 '33	7.17—	27.22—	31.05—				
	Mar 20 '33	27.00—	27.25—	22.00—				
	Mar 20 '33	25.00—	29.70—	49.76—				
	Mar 20 '33	25.48—	21.14—	27.22—				
	Mar 20 '33	29.70—	25.00—	25.00—				
	Mar 20 '33	27.00—	32.40—	25.00—				
	Mar 20 '33	27.22—	25.00—	27.22—				
	Mar 20 '33	27.00—	35.10—	23.26—				
	Mar 20 '33	27.43—	27.00—	23.49—				
	Mar 20 '33	32.40—	25.00—	27.00—				
	Mar 20 '33	29.25—	107.04—	37.80—				
	Mar 20 '33	25.00—	25.00—	25.00—				
	Mar 20 '33	15.00—	10.00—	10.00—				
	Mar 20 '33	25.00—	65.26—	5.00—				
	Mar 20 '33	27.00—	15.00—	24.00—				
	Mar 20 '33	26.60—	24.00—	27.00—				
	Mar 20 '33	2.50—	24.00—	29.70—				
	Mar 20 '33	27.22—	25.00—	84.08—				
	Mar 20 '33	82.49—	27.22—	25.00—			Mar 20 '33	177,333.73*—
33.73	Mar 20 '33	29.25—	27.00—	29.25—				
	Mar 20 '33	116.64—	2.50—	30.37—				
	Mar 20 '33	15.00—	62.84—	38.07—				
	Mar 20 '33	38.07—	20.00—				Mar 20 '33	176,924.74*—
24.74	Mar 23 '33	108.38—	112.50—	117.38—				
	Mar 23 '33	117.59—	122.47—	207.43—				
	Mar 23 '33	105.52—	131.34—	122.47—				
	Mar 23 '33	301.95—	142.64—	132.64—				
	Mar 23 '33	139.77—	100.00—	108.70—				
	Mar 23 '33	125.32—	128.57—	105.00—				
	Mar 23 '33	151.84—	92.19—	20.00—				
	Mar 23 '33	27.00—	27.00—	27.00—				
	Mar 23 '33	27.00—	27.00—	16.50—				
	Mar 23 '33	27.00—	27.00—	20.00—				
	Mar 23 '33	33.61—	27.22—	25.00—				
	Mar 23 '33	40.95—	2.50—	4.73—				
	Mar 23 '33	29.70—	35.87—	36.69—				
	Mar 23 '33	24.00—	16.50—	35.74—				
	Mar 23 '33	27.43—	25.00—	34.93—				
	Mar 23 '33	27.00—	25.00—	29.25—				
	Mar 23 '33	10.00—	24.96—	43.20—				
	Mar 23 '33	37.80—	25.00—	27.00—				
	Mar 23 '33	20.00—	27.00—	27.00—				
	Mar 23 '33	39.15—	36.22—	60.00—				
	Mar 23 '33	5.00—	20.00—	27.00—				
	Mar 23 '33	27.00—	27.00—	27.00—				
	Mar 23 '33	79.80—	78.29—	46.25—				
	Mar 23 '33	82.50—	85.37—	88.97—				
	Mar 23 '33	78.38—	52.27—					
	Mar 23 '33	74.44—	85.70—	96.85—				
	Mar 23 '33	77.98—	78.48—	95.15—				
	Mar 23 '33	76.54—	99.76—	67.37—				
	Mar 23 '33	82.93—	93.37—	97.84—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Ba
		Balance Brought Forward ☛						
	Mar 20 '33	22.00—	29.70—	27.00—				
	Mar 20 '33	25.00—	25.00—	45.65—				
	Mar 20 '33	23.29—	16.5[illegible]—	35.01—				
	Mar 20 '33	16.50—	25.00—	36.45—				
	Mar 20 '33	27.00—	22.00—	27.00—				
	Mar 20 '33	25.00—	25.00—	24.00—				
	Mar 20 '33	27.00—	25.00—	25.00—				
	Mar 20 '33	25.00—	27.00—	25.00—				
	Mar 20 '33	15.00—	25.00—	27.25—				
	Mar 20 '33	27.25—	25.00—	23.13—				
	Mar 20 '33	22.00—	27.00—	25.00—				
	Mar 20 '33	25.38—	33.60—	25.21—				
	Mar 20 '33	16.50—	27.00—	27.00—				
	Mar 20 '33	27.19—	27.00—	27.00—				
	Mar 20 '33	24.00—	27.00—	27.00—				
	Mar 20 '33	22.00—	22.00—	27.00—				
	Mar 20 '33	25.00—	25.00—	25.00—				
	Mar 20 '33	25.00—	27.00—	25.00—				
	Mar 20 '33	25.00—	33.61—	25.00—				
	Mar 20 '33	25.21—	25.00—	25.00—				
	Mar 20 '33	37.80—	25.00—	25.00—				
	Mar 20 '33	27.00—	15.00—	37.80—				
	Mar 20 '33	25.00—	25.00—	20.00—				
	Mar 20 '33	20.00—	28.35—	25.00—				
	Mar 20 '33	11.00—	11.00—	25.00—				
	Mar 20 '33	27.00—	35.10—	27.00—				
	Mar 20 '33	16.50—	22.00—	22.00—				
	Mar 20 '33	30.61—	25.00—	30.61—				
	Mar 20 '33	25.00—	36.69—	25.00—				
	Mar 20 '33	24.15—	25.00—	27.00—				
	Mar 20 '33	34.65—	25.48—	25.00—				
	Mar 20 '33	27.00—	25.00—	24.75—				
	Mar 20 '33	27.00—	25.00—	15.00—				
	Mar 20 '33	24.00—	27.00—	27.00—				
	Mar 20 '33	32.40—	32.40—	31.99—	Mar 20 '33	31.99**		
	Mar 20 '33	31.97—	43.20—	25.00—				
	Mar 20 '33	32.40—	32.40—	32.40—				
	Mar 20 '33	43.20—	24.00—	35.10—				
	Mar 20 '33	31.50—	25.00—	38.59—				
	Mar 20 '33	25.00—	25.57—	23.26—				
	Mar 20 '33	27.00—	15.00—	27.00—				
	Mar 20 '33	25.00—	25.54—	25.00—				
	Mar 20 '33	23.06—	27.00—	23.06—				
	Mar 20 '33	5.50—	34.65—	34.65—				
	Mar 20 '33	25.00—	25.00—	25.00—				
	Mar 20 '33	25.00—	27.00—	25.00—				
	Mar 20 '33	25.00—	25.00—	25.00—				
	Mar 20 '33	24.19—	27.00—	15.00—				
	Mar 20 '33	32.40—	27.00—	20.00—				
	Mar 20 '33	25.00—	22.00—	27.00—				
	Mar 20 '33	29.25—	32.40—	32.40—				
	Mar 20 '33	20.00—	27.00—	27.00—				
	Mar 20 '33	22.43—	27.00—	23.09—				
	Mar 20 '33	25.00—	22.00—					

** Pencilled line drawn through this deposit item on original exhibit.

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

lance	Date	Checks in Detail	Date	Deposits	Date	New Balance
		Balance Brought Forward				
	Mar 20 '33	30.27—		36.32—		36.32—
	Mar 20 '33	36.32—		27.00—		40.95—
	Mar 20 '33	6.09—		27.00—		25.00—
	Mar 20 '33	29.51—		25.00—		27.22—
	Mar 20 '33	27.00—		25.00—		25.00—
	Mar 20 '33	25.00—		28.00—		27.00—
	Mar 20 '33	25.00—		25.00—		18.00—
	Mar 20 '33	27.22—		27.00—		25.00—
	Mar 20 '33	25.00—		25.00—		25.00—
	Mar 20 '33	25.00—		25.00—		31.50—
	Mar 20 '33	24.75—		25.00—		27.00—
	Mar 20 '33	27.00—		29.25—		30.37—
	Mar 20 '33	25.00—		27.88—		27.00—
	Mar 20 '33	2.25—		25.00—		2.13—
	Mar 20 '33	27.00—		25.00—		25.00—
	Mar 20 '33	31.50—		25.00—		27.00—
	Mar 20 '33	27.00—		27.00—		23.06—
	Mar 20 '33	25.00—		24.75—		25.00—
	Mar 20 '33	25.00—		32.40—		25.00—
	Mar 20 '33	25.00—		25.00—		25.00—
	Mar 20 '33	25.00—		30.73—		27.00—
	Mar 20 '33	27.00—		25.00—		25.00—
	Mar 20 '33	25.00—		25.00—		23.20—
	Mar 20 '33	25.00—		25.00—		25.00—
	Mar 20 '33	27.00—		27.00—		40.95—
	Mar 24 '33	25.00—		25.00—		8.00—
	Mar 24 '33	6.00—		19.25—		23.78—
	Mar 24 '33	22.50—		24.25—		15.00—
	Mar 24 '33	37.80—		25.00—		16.50—
	Mar 24 '33	27.00—		25.00—		27.00—
	Mar 24 '33	24.75—		4.77—		10.49—
	Mar 24 '33	25.00—		25.00—		27.88—
	Mar 24 '33	27.00—		27.00—		27.00—
	Mar 24 '33	25.00—		25.69—		35.79—
	Mar 34 '33	27.00—		12.00—		27.00—
	Mar 24 '33	27.00—		39.60—		25.00—
	Mar 24 '33	25.00—		36.57—		25.00—
	Mar 24 '33	27.00—		27.83—		
24.75					Mar 24 '33	139,976.86*—
				25.00—		25.00—
	Mar 25 '33	28.09—		22.00—		19.25—
	Mar 25 '33	24.01—		22.50—		25.00—
	Mar 25 '33	25.00—		27.00—		37.80—
	Mar 25 '33	25.00—		27.00—		27.00—
	Mar 25 '33	28.09—		25.00—		27.00—
	Mar 25 '33	25.00—		27.00—		25.00—
	Mar 25 '33	29.70—		25.00—		25.00—
	Mar 25 '33	23.33—		27.27—		34.65—
	Mar 25 '33	32.40—		29.25—		43.83—
	Mar 25 '33	24.75—		27.00—		27.00—
	Mar 25 '33	25.00—		24.75—		26.56—
	Mar 25 '33	32.40—		29.25—		27.00—
	Mar 25 '33	25.00—		24.90—		29.70—
	Mar 25 '33	31.50—		27.00—		25.00—
	Mar 25 '33	22.25—		27.00—		25.00—

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Mar 25 '33	27.22—	33.71—	41.53—				
	Mar 25 '33	38.44—	27.00—	36.45—				
	Mar 25 '33	20.00—	20.00—	15.00—				
	Mar 25 '33	25.00—	22.00—	10.00—				
	Mar 25 '33	31.86—	19.25—	48.09—				
	Mar 25 '33	11.00—	11.00—	19.25—				
	Mar 25 '33	11.00—	27.43—	25.00—				
	Mar 25 '33	23.13—	32.40—	27.00—				
	Mar 25 '33	27.00—	27.67—	25.00—				
	Mar 25 '33	29.70—	15.00—	25.00—				
	Mar 25 '33	25.00—	27.00—	20.00—				
	Mar 25 '33	37.80—	29.25—	32.40—				
	Mar 25 '33	50.40—	25.62—	25.00—				
	Mar 25 '33	35.04—	24.50—	37.80—				
	Mar 25 '33	32.40—	27.22—	25.00—				
	Mar 25 '33	27.00—	25.00—	25.00—				
	Mar 25 '33	25.00—	25.00—	25.00—				
	Mar 25 '33	25.00—	22.25—	25.00—				
	Mar 25 '33	32.12—	25.00—	37.66—				
	Mar 25 '33	27.00—	40.50—				Mar 25 '33	15,986.96
							Mar 25 '33	[illegible]
139,976.86	Mar 25 '33	15,986.96—					Mar 25 '33	123,989.90
123,989.90	Mar 25 '33	5.00—	55.76—	25.00—				
	Mar 25 '33	27.00—	25.00—	27.22—				
	Mar 25 '33	27.00—	29.25—	25.00—				
	Mar 25 '33	25.00—	27.85—	6.00—				
	Mar 25 '33	2.40—	25.00—	27.35—				
	Mar 25 '33	15.00—	2.25—	2.25—				
	Mar 25 '33	37.50—	49.76—	27.00—				
	Mar 25 '33	25.00—	29.20—	24.96—				
	Mar 25 '33	24.96—	40.95—	35.93—				
	Mar 25 '33	22.00—	35.93—	27.22—				
	Mar 25 '33	27.22—	25.00—	35.67—				
	Mar 25 '33	27.00—	27.00—	25.00—				
	Mar 25 '33	28.01—	28.35—	32.17—				
	Mar 25 '33	29.25—	34.65—	4.68—				
	Mar 25 '33	27.00—	49.76—	35.95—				
	Mar 25 '33	25.00—	25.00—	25.00—				
	Mar 25 '33	27.00—	24.75—	11.00—				
	Mar 25 '33	27.00—	5.00—	27.22—				
	Mar 25 '33	31.50—	25.00—	24.00—				
	Mar 25 '33	27.00—	27.00—	27.00—				
	Mar 25 '33	27.00—	5.00—	4.76—				
	Mar 25 '33	35.10—	27.22—	37.80—				
	Mar 25 '33	25.00—	25.00—	25.00—				
	Mar 25 '33	25.45—	25.00—	27.00—				
	Mar 25 '33	29.70—	73.65—	48.89—				
	Mar 25 '33	48.89—	12.00—	26.00—				
	Mar 25 '33	25.00—	25.00—				Mar 25 '33	121,855.92
121,855.92					Mar 25 '33	6.93**	Mar 25 '33	121,862.85

** Pencilled line drawn through this deposit item on original exhibit.

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Balance	Date	Checks in Detail		Date	Deposits	Date	New Balance
		Balance Brought Forward					
	Mar 25 '33	32.40—	25.57—				32.40—
	Mar 25 '33	32.40—	29.70—				27.00—
	Mar 25 '33	25.00—	34.03—				24.75—
	Mar 25 '33	37.80—	25.00—				25.00—
	Mar 25 '33	25.00—	29.70—				32.40—
	Mar 25 '33	25.00—	50.50—				25.00—
	Mar 25 '33	27.00—	27.00—				25.00—
	Mar 25 '33	22.42—	27.00—				27.00—
	Mar 25 '33	24.75—	27.00—				25.00—
	Mar 25 '33	27.00—	23.16—				26.43—
	Mar 25 '33	27.00—	29.25—				32.04—
	Mar 25 '33	27.00—	25.00—				27.00—
	Mar 25 '33	25.00—	25.00—				29.70—
	Mar 25 '33	16.50—	23.01—				26.14—
	Mar 25 '33	27.00—	35.10—				27.88—
	Mar 25 '33	35.01—	29.25—				23.31—
	Mar 25 '33	39.15—	36.22—				28.03—
	Mar 25 '33	25.00—	25.45—				34.28—
	Mar 25 '33	27.00—	27.00—				24.00—
	Mar 25 '33	25.00—	22.00—				25.00—
	Mar 25 '33	25.00—	20.00—				27.22—
	Mar 25 '33	8.00—	26.00—				11.00—
	Mar 25 '33	27.00—	35.54—				25.00—
	Mar 25 '33	27.00—	35.10—				25.00—
	Mar 25 '33	37.80—	37.80—				25.00—
	Mar 25 '33	25.00—	25.00—				25.00—
	Mar 25 '33	25.00—	27.00—				29.25—
	Mar 25 '33	29.85—	27.00—				25.00—
	Mar 25 '33	25.00—	32.17—				25.00—
	Mar 25 '33	23.06—	30.37—				25.00—
	Mar 25 '33	27.00—	25.00—				25.00—
	Mar 25 '33	25.00—	24.00—				27.00—
	Mar 25 '33	25.00—	27.00—				23.09—
	Mar 25 '33	25.85—	27.00—				25.00—
	Mar 25 '33	27.00—	25.00—				27.00—
	Mar 25 '33	27.00—	27.00—				24.75—
	Mar 25 '33	27.22—	27.00—				27.00—
	Mar 25 '33	36.10—	22.00—				37.80—
	Mar 25 '33	25.00—	28.03—				25.00—
	Mar 25 '33	25.00—	25.07—				25.00—
	Mar 25 '33	10.00—	10.00—				27.22—
	Mar 25 '33	25.00—	27.22—				27.22—
	Mar 25 '33	34.83—	25.00—				25.00—
	Mar 25 '33	32.40—	27.00—				23.63—
	Mar 25 '33	25.00—	27.00—				27.22—
	Mar 25 '33	25.00—	33.49—				31.98—
	Mar 25 '33	31.20—	35.10—				37.66—
	Mar 25 '33	27.00—	35.10—				27.00—
	Mar 25 '33	35.10—	46.60—				29.70—
	Mar 25 '33	25.00—	30.54—				27.00—
	Mar 25 '33	34.94—	27.00—				39.61—

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Bal
		Balance Brought Forward						
121,862.85	Mar 25 '33	34.65—			Mar 25 '33	45.65**	Mar 25 '33	121,87
121,873.75—	Mar 26 '31	24.75—					Mar 26 '31	121,82
121,834.35	Mar 25 '33	25.00—	25.00—	25.00—				
	Mar 27 '33	2.50—	2.50—	7.50—				
	Mar 27 '33	5.00—	27.00—	25.00—				
	Mar 27 '33	32.40—	28.09—	53.17—				
	Mar 27 '33	29.70—	32.50—	25.00—				
	Mar 27 '33	26.30—	25.00—	23.01—				
	Mar 27 '33	29.68—	25.00—	27.00—				
	Mar 27 '33	27.00—	25.00—	39.70—				
	Mar 27 '33	19.86—	22.76—	5.00—				
	Mar 27 '33	27.00—	25.00—	25.00—				
	Mar 27 '33	27.22—	25.00—	2.50—				
	Mar 27 '33	2.50—	29.25—	25.00—				
	Mar 27 '33	28.01—	28.01—	10.00—				
	Mar 27 '33	34.29—	27.00—	4.79—				
	Mar 27 '33	29.25—	32.40—	27.00—				
	Mar 27 '33	2.41—	21.00—	2.25—				
	Mar 27 '33	1,638.19—	823.43—	52.45—				
	Mar 27 '33	2.23—	5.00—	20.00—				
	Mar 27 '33	25.00—	20.00—	24.00—				
	Mar 27 '33	5.00—					Mar 27 '33	118,14
118,143.48	Mar 27 '31	29.70—			Mar 27 '31	39.70	Mar 27 '31	118,15
118,143.48							Mar 27 '31	118,13
118,143.48	Mar 28 '31	27.00—	25.00—	93.74—				
	Mar 28 '31	93.74—	25.10—	25.00—				
	Mar 28 '31	25.00—	25.00—	40.50—				
	Mar 28 '31	28.35—	27.00—	19.50—				
	Mar 28 '31	25.00—	27.22—	27.00—				
	Mar 28 '31	5.00—	32.40—	51.52—				
	Mar 28 '31	25.00—	25.00—	25.00—				
	Mar 28 '31	25.00—					Mar 28 '31	117,42
117,420.41	Mar 29 '33	5.00—	25.35—	2.25—				
	Mar 29 '33	5.00—	23.78—	4.76—				
	Mar 29 '33	50.00—	27.00—	25.00—				
	Mar 29 '33	24.75—	25.00—	25.00—				
	Mar 29 '33	30.00—	15.00—	25.00—				
	Mar 29 '33	2.37—					Mar 29 '33	117,16
117,105.15	Mar 30 '33	29.70—	25.00—	25.00—				
	Mar 31 '33	22.00—	27.50—	16.50—				
	Mar 30 '33	22.00—	4.77—	113.35—				
	Mar 30 '33	25.00—	112.50—	112.50—				
	Mar 30 '33	25.00—					Mar 30 '33	116,5
116,566.33	Mar 30 '33	25.00—					Mar 30 '33	116,5
116,541.33	Mar 31 '33	67.50—	20.00—	27.00—				
	Mar 31 '33	27.00—	25.00—	27.00—				
	Mar 31 '33	27.00—	25.21—	20.00—				

** Pencilled line drawn through this deposit item on original exhibit.

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

ance	Date	Checks in Detail			Date	Deposits	Date	New Balance
			Balance Brought Forward					
	Mar 31 '33	58.33—	8.30—	5.00—				
	Mar 31 '33	10.00—	32.40—	20.25—				
	Mar 31 '33	25.00—	27.00—	4.29—				
	Mar 31 '33	25.00—	25.00—	22.00—				
	Mar 31 '33	27.00—	27.00—					
							Mar 31 '33	115,959.05*—
9.05	Apr 1 '33	25.00—	25.00—	21.00—				
	Apr 1 '33	24.00—	29.25—	27.00—				
	Apr 1 '33	29.70—	2.75—	25.00—				
	Apr 1 '33	35.67—	25.00—	25.00—				
	Apr 1 '33	25.00—	34.83—	27.00—				
	Apr 1 '33	27.22—	24.19—	26.00—				
	Apr 1 '33	25.00—	27.22—	29.25—				
	Apr 1 '33	28.00—	32.40—	29.70—				
	Apr 1 '33	25.38—	32.40—	25.00—				
	Apr 1 '33	25.00—	21.00—	25.00—				
	Apr 1 '33	25.20—	19.25—	25.00—				
	Apr 1 '33	22.00—	31.50—	22.00—				
	Apr 1 '33	25.00—	25.00—	22.00—				
	Apr 1 '33	31.50—	25.00—					
			25.00—	37.80—				
	Apr 1 '33	25.00—	27.96—	27.00—				
	Apr 1 '33	29.65—	22.69—	24.00—				
	Apr 1 '33	22.69—	25.00—	30.73—				
	Apr 1 '33	22.69—	36.14—	22.00—				
	Apr 1 '33	23.47—	27.67—	29.70—				
	Apr 1 '33	38.07—	43.83—	33.61—				
	Apr 1 '33	37.80—	22.50—	25.00—				
	Apr 1 '33	27.00—	33.00—	37.80—				
	Apr 1 '33	30.10—	27.22—	34.94—				
	Apr 1 '33	27.00—	24.00—	52.15—				
	Apr 1 '33	27.00—	19.50—	32.40—				
	Apr 1 '33	41.53—	43.20—	29.70—				
	Apr 1 '33	27.00—	38.30—	39.81—				
	Apr 1 '33	38.54—	35.10—	36.15—				
	Apr 1 '33	37.66—	27.00—	25.00—				
	Apr 1 '33	27.00—	27.00—	29.70—				
	Apr 1 '33	25.00—	27.00—	46.60—				
	Apr 1 '33	25.00—	40.50—	27.00—				
	Apr 1 '33	35.10—	36.45—	32.40—				
	Apr 1 '33	25.00—	27.00—	50.40—				
	Apr 1 '33	35.10—	35.10—	35.10—				
	Apr 1 '33	35.10—	30.54—	27.00—				
	Apr 1 '33	29.25—	31.05—	25.00—				
	Apr 1 '33	24.25—	56.52—	27.00—				
	Apr 1 '33	27.00—	43.20—	50.00—				
	Apr 1 '33	25.48—	27.00—	26.06—				
	Apr 1 '33	35.10—	35.79—	15.00—				
	Apr 1 '33	35.10—	22.75—	22.78—				
	Apr 1 '33	25.00—	20.82—	25.00—				
	Apr 1 '33	25.00—	29.70—	24.00—				
	Apr 1 '33	24.00—	27.00—	32.08—				
	Apr 1 '33	24.00—	25.00—	27.22—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New
		Balance Brought Forward						
	Mar 25 '33	99.76—	92.35—	56.79—				
	Mar 23 '33	61.09—	59.85—	22.00—				
	Mar 23 '33	23.79—	59.64—	73.48—				
	Mar 23 '33	64.25—	69.56—	92.19—				
	Mar 23 '33	56.69—	90.74—	27.00—				
	Mar 23 '33	67.01—	90.50—	52.91—				
	Mar 23 '33	71.30—	9.53—	67.16—				
	Mar 23 '33	55.31—	84.67—	78.75—				
	Mar 23 '33	63.90—	63.89—	70.53—				
	Mar 23 '33	20.00—	24.00—	27.00—				
	Mar 23 '33	43.20—	93.84—	15.00—				
	Mar 23 '33	76.25—	48.09—	29.20—				
	Mar 23 '33	36.45—	56.07—	35.74—				
	Mar 25 '33	27.00—	96.79—	31.97—				
	Mar 25 '33	32.40—	43.20—	36.45—				
	Mar 23 '33	36.45—	34.93—	29.20—				
	Mar 23 '33	41.85—	32.40—	35.91—				
	Mar 23 '33	31.98—	36.22—	35.00—				
	Mar 23 '33	56.07—	35.74—	46.07—				
	Mar 23 '33	27.22—	27.22—	22.00—				
	Mar 23 '33	27.00—	7.10—	5.00—				
	Mar 23 '33	2.39—	5.80—	1,652.51—				
	Mar 23 '33	1,639.54—	1,661.25—					
	Mar 23 '33	1,888.35—	828.22—	824.30—				
	Mar 23 '33	832.38—	844.78—	325.50—				
	Mar 23 '33	113.34—	168.30—	229.30—				
	Mar 23 '33	155.80—	125.64—	104.35—				
	Mar 23 '33	182.08—	736.65—	219.43—				
	Mar 23 '33	242.07—	222.98—	257.25—				
	Mar 23 '33	266.28—	150.93—	122.54—				
	Mar 23 '33	736.65—	266.28—	52.45—				
	Mar 23 '33	52.75—	21.00—	52.45—				
	Mar 23 '33	21.00—	12.50—	74.58—				
	Mar 23 '33	91.77—	10.42—	50.00—				
	Mar 25 '33	41.26—	84.00—	72.07—				
	Mar 25 '33	25.00—	43.75—	22.50—				
	Mar 23 '33	18.75—	49.33—	94.57—				
	Mar 23 '33	91.05—	3.50—	3.50—				
	Mar 23 '33	24.75—	27.22—	50.00—				
	Mar 23 '33	22.00—	25.00—	25.00—				
	Mar 23 '33	15.00—	15.00—	25.00—				
	Mar 23 '33	50.34—	27.22—	63.78—				
	Mar 23 '33	8.00—	22.00—	22.00—				
	Mar 23 '33	25.00—	25.00—	25.00—				
	Mar 23 '33	19.51—	25.00—	25.57—				
	Mar 23 '33	31.45—	39.25—	27.00—				
	Mar 23 '33	32.40—	20.00—	2.50—				
	Mar 23 '33	24.00—	20.00—	25.00—				
	Mar 23 '33	32.40—	16.50—	16.50—				
	Mar 23 '33	27.00—	35.01—	25.00—				
	Mar 23 '33	24.00—	25.00—	27.00—				
	Mar 23 '33	27.00—	27.00—	27.00—				
	Mar 23 '33	25.00—	25.00—	27.00—				
	Mar 25 '33	23.16—	27.00—	25.00—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

lance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Mar 25 '33	30.37—	16.50—	22.00—				
	Mar 23 '33	27.00—	32.17—	27.00—				
	Mar 23 '33	15.00—	25.00—	28.35—				
	Mar 23 '33	50.00—	20.00—	20.00—				
	Mar 23 '33	27.00—	35.10—	10.00—				
	Mar 23 '33	2.50—	56.25—	25.00—				
	Mar 23 '33	38.07—	82.49—	35.95—				
	Mar 23 '33	25.00—	25.00—	25.00—				
	Mar 23 '33	62.12—	2.50—	29.25—				
	Mar 23 '33	20.00—	5.00—	2.50—				
	Mar 23 '33	38.44—	39.81—	27.00—				
	Mar 23 '33	25.00—	25.00—	27.00—				
	Mar 23 '33	23.78—	27.53—	15.00—				
	Mar 23 '33	27.00—	27.00—	25.00—				
	Mar 23 '33	30.04—	4.74—				Mar 25 '33	150,024.21*—
24.21	Mar 24 '33	35.10—			Mar 20 '33	35.00**	Mar 25 '33	150,024.11*—
24.11	Mar 25 '33	24.00—	32.40—	16.50—				
	Mar 20 '33	26.06—	26.53—	27.00—				
	Mar 20 '33	27.00—	15.00—	27.00—				
	Mar 20 '33	27.22—	25.00—	35.87—				
	Mar 20 '33	27.00—	29.95—	29.95—				
	Mar 20 '33	31.04—	28.99—	25.00—				
	Mar 20 '33	25.00—	27.00—	28.35—				
	Mar 20 '33	24.00—	25.38—	27.00—				
	Mar 20 '33	36.57—	32.40—	35.10—				
	Mar 20 '33	43.20—	25.00—	27.00—				
	Mar 20 '33	10.00—	25.25—	29.25—				
	Mar 20 '33	50.00—	21.14—	25.00—				
	Mar 20 '33	13.00—	27.67—	29.25—				
	Mar 20 '33	27.73—	27.00—	25.00—				
	Mar 20 '33	25.00—	27.00—	22.00—				
	Mar 20 '33	27.00—	25.90—	28.35—				
	Mar 25 '33	30.37—	21.67—	33.65—				
	Mar 20 '33	25.00—	24.74—	22.00—				
	Mar 20 '33	25.00—	37.80—	25.00—				
	Mar 20 '33	32.40—	25.00—	27.00—				
	Mar 20 '33	27.00—	27.00—	25.00—				
	Mar 20 '33	16.50—	25.00—	27.00—				
	Mar 20 '33	27.00—	27.00—	15.00—				
	Mar 20 '33	16.50—	22.00—	16.50—				
	Mar 20 '33	27.00—	25.00—	22.00—				
	Mar 20 '33	27.00—	25.56—	23.23—				
	Mar 20 '33	25.00—	27.00—	25.00—				
	Mar 20 '33	29.25—	25.00—	25.62—				
	Mar 20 '33	25.00—	25.00—	30.08—				
	Mar 20 '33	41.81—	27.35—	35.10—				
	Mar 20 '33	28.35—	32.40—	25.00—				
	Mar 20 '33	28.35—	28.35—	27.00—				
	Mar 20 '33	25.00—	25.00—	25.00—				
	Mar 20 '33	33.06—	22.00—	25.00—				
	Mar 20 '33	25.00—	15.00—	19.99—				
	Mar 20 '33	31.26—	37.80—	27.00—				
	Mar 20 '33	25.00—	15.00—	25.00—				
	Mar 25 '33	25.00—	24.09—	27.00—				

*Pencilled line drawn through this deposit item on original exhibit.

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New
		Balance Brought Forward ☛						
	Mar 25 '33	32.40—	25.00—	36.91—				
	Mar 25 '33	26.28—	7.00—	27.00—	Mar 25 '33	.07		
	Mar 25 '33	22.37—	27.00—	33.00—				
	Mar 25 '33	25.00—	29.25—	27.00—				
	Mar 25 '33	25.00—	32.34—	20.00—				
	Mar 25 '33	24.00—	24.59—	94.71—				
	Mar 25 '33	25.51—	27.00—	27.00—				
	Mar 25 '33	25.00—	25.00—	27.00—				
	Mar 25 '33	27.00—	25.00—	25.00—				
	Mar 25 '33	23.06—	29.70—	18.69—				
	Mar 25 '33	25.03—	25.00—	27.22—				
	Mar 25 '33	27.96—	23.49—	27.00—				
	Mar 25 '33	25.00—	27.00—	29.70—				
	Mar 25 '33	25.00—	25.03—	33.47—				
	Mar 25 '33	25.00—	32.40—	27.00—				
	Mar 25 '33	37.80—	36.46—	56.07—				
	Mar 25 '33	35.74—	40.95—	29.25—				
	Mar 25 '33	22.00—	25.00—	32.40—				
	Mar 25 '33	20.00—	22.00—	10.00—				
	Mar 25 '33	25.00—	27.00—	36.57—				
	Mar 25 '33	56.52—	27.00—	43.20—				
	Mar 25 '33	25.00—	38.30—	32.40—				
	Mar 25 '33	38.54—	25.00—	50.40—				
	Mar 25 '33	27.00—	35.10—	32.40—				
	Mar 25 '33	34.93—	36.00—	30.00—				
	Mar 25 '33	32.40—	25.00—	35.93—				
	Mar 25 '33	24.88—	27.00—	20.25—				
	Mar 25 '33	20.25—	10.50—	15.90—				
	Mar 25 '33	34.83—	34.83—	25.00—				
	Mar 25 '33	32.40—	29.70—	29.70—				
	Mar 25 '33	36.22—	27.00—	27.00—				
	Mar 25 '33	25.00—	28.50—	25.00—				
	Mar 25 '33	31.13—	27.00—	25.00—				
	Mar 25 '33	22.25—	25.00—	25.00—				
	Mar 25 '33	32.40—	20.00—	27.00—				
	Mar 25 '33	27.00—	22.50—	26.00—				
	Mar 25 '33	29.70—	26.12—	27.00—				
	Mar 25 '33	27.00—	48.60—	29.25—				
	Mar 25 '33	23.06—	37.80—	36.45—				
	Mar 25 '33	27.86—	27.00—	33.66—				
	Mar 25 '33	25.00—	25.00—	25.00—				
	Mar 25 '33	24.00—	24.88—	27.22—				
	Mar 25 '33	27.00—	25.00—	19.80—				
	Mar 25 '33	27.00—	22.00—	36.14—				
	Mar 25 '33	27.00—	36.07—	25.00—				
	Mar 25 '33	25.00—	25.00—	27.00—				
	Mar 25 '33	24.25—	27.00—	27.00—				
	Mar 25 '33	29.61—	29.61—	25.00—				
	Mar 25 '33	38.50—	32.11—	27.00—				
	Mar 25 '33	21.00—	28.97—	23.26—				
	Mar 25 '33	29.25—	25.00—	27.00—				
	Mar 25 '33	32.73—	32.40—	35.98—				
	Mar 25 '33	24.75—	27.00—	37.80—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Mar 25 '33	25.00—	27.00—	25.00—				
	Mar 25 '33	27.00—	25.00—	25.00—				
	Mar 25 '33	25.00—	27.00—	27.00—				
	Mar 25 '33	27.00—	20.00—	29.70—				
	Mar 25 '33	25.00—	25.00—	22.69—				
	Mar 25 '33	24.00—	33.55—	35.86—				
	Mar 25 '33	25.48—	25.00—	27.00—				
	Mar 25 '33	25.35—	25.00—	25.00—				
	Mar 25 '33	25.00—	25.99—	36.14—				
	Mar 25 '33	27.00—	30.72—	29.25—				
	Mar 25 '33	25.00—	25.00—	27.00—				
	Mar 25 '33	32.40—	25.00—	25.00—				
	Mar 25 '33	35.00—	25.00—	25.00—				
	Mar 25 '33	25.00—	21.88—	22.25—				
	Mar 25 '33	25.00—	27.00—	35.10—				
	Mar 25 '33	27.00—	15.00—	27.00—				
	Mar 25 '33	25.00—	25.00—	25.00—				
	Mar 25 '33	27.00—	18.00—	25.00—				
	Mar 25 '33	37.80—	40.95—	26.90—				
	Mar 25 '33	27.00—	25.00—	25.00—				
	Mar 25 '33	25.00—	27.00—	24.96—				
	Mar 25 '33	44.10—	25.00—	25.00—				
	Mar 25 '33	25.00—	25.00—	29.70—				
	Mar 25 '33	25.00—	25.00—	37.80—				
	Mar 25 '33	27.00—	32.40—	32.40—				
	Mar 25 '33	27.00—	31.56—	27.00—				
	Mar 25 '33	25.00—	25.00—	15.00—				
	Mar 25 '33	27.00—	24.75—	27.00—				
	Mar 25 '33	27.00—	23.36—	24.75—				
	Mar 25 '33	27.00—	31.93—	25.00—				
	Mar 25 '33	32.40—	22.25—	23.33—				
	Mar 25 '33	25.00—	27.00—	27.00—				
	Mar 25 '33	32.34—	25.69—	27.00—				
	Mar 25 '33	22.00—	25.00—	25.60—				
	Mar 25 '33	25.00—	25.00—	23.26—				
	Mar 25 '33	25.00—	25.00—	25.00—				
	Mar 25 '33	30.58—	25.00—	5.50—				
	Mar 25 '33	27.00—	27.00—	27.00—				
	Mar 25 '33	27.00—	25.00—	23.87—				
	Mar 25 '33	25.03—	25.00—	27.67—				
	Mar 25 '33	25.00—	22.00—	24.00—				
	Mar 25 '33	25.00—	25.00—	27.00—				
	Mar 25 '33	27.00—	20.00—	27.00—				
	Mar 25 '33	28.35—	37.80—	25.00—				
	Mar 25 '33	37.80—	37.80—	27.00—				
	Mar 25 '33	27.00—	27.00—	27.00—				
	Mar 25 '33	25.00—	27.00—	27.53—				
	Mar 25 '33	25.00—	29.25—	40.95—				
	Mar 25 '33	27.00—	21.04—	2.13—				
	Mar 25 '33	24.75—	27.00—	27.00—				
	Mar 25 '33	52.15—	40.95—					
	Mar 25 '33	29.25—	25.00—	32.40—				
	Mar 25 '33	25.00—	28.16—	27.00—				
	Mar 25 '33	27.00—	25.00—	22.25—				
	Mar 25 '33	20.00—	25.00—	25.00—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New
		Balance Brought Forward						
	Apr 1 '33	24.00—	24.00—	19.25—				
	Apr 1 '33	11.00—	25.00—	25.00—				
	Apr 1 '33	24.75—	22.00—	24.00—				
	Apr 1 '33	16.50—	24.00—	20.00—				
	Apr 1 '33	19.25—	22.00—	22.00—				
	Apr 1 '33	22.57—	22.43—	25.00—				
	Apr 1 '33	15.33—	43.87—	36.14—				
	Apr 1 '33	24.00—	28.03—	24.00—				
	Apr 1 '33	29.98—	18.92—	19.25—				
	Apr 1 '33	22.00—	22.95—	22.00—				
	Apr 1 '33	22.00—	22.00—	24.00—				
	Apr 1 '33	21.60—	27.67—	27.67—				
	Apr 1 '33	25.00—	34.29—	27.22—				
	Apr 1 '33	24.00—	19.25—	22.37—				
	Apr 1 '33	21.00—	18.00—	24.00—				
	Apr 1 '33	22.00—	21.27—	24.00—				
	Apr 1 '33	22.00—	37.80—	25.00—				
	Apr 1 '33	25.00—	35.54—	19.25—				
	Apr 1 '33	24.75—	25.00—	27.00—				
	Apr 1 '33	25.00—	11.00—	16.50—				
	Apr 1 '33	27.00—	25.00—	28.35—				
	Apr 1 '33	24.75—	35.10—	24.75—				
	Apr 1 '33	19.25—	23.09—	24.75—				
	Apr 1 '33	16.50—	16.50—	20.00—				
	Apr 1 '33	28.35—	25.00—	27.88—				
	Apr 1 '33	24.75—	15.00—	25.00—				
	Apr 1 '33	10.00—	22.00—	23.38—				
	Apr 1 '33	22.00—	24.00—	32.40—				
	Apr 1 '33	26.65—	22.00—	24.00—				
	Apr 1 '33	20.63—	25.00—	24.00—				
	Apr 1 '33	22.40—	22.00—	22.00—				
	Apr 1 '33	22.37—	27.00—	25.00—				
	Apr 1 '33	22.77—	24.00—	24.00—				
	Apr 1 '33	27.96—	21.30—	23.38—				
	Apr 1 '33	27.00—	25.00—	25.00—				
	Apr 1 '33	24.75—	23.33—	24.75—				
	Apr 1 '33	24.75—	25.00—	25.00—				
	Apr 1 '33	15.00—	23.33—	33.49—				
	Apr 1 '33	24.75—	25.00—	25.00—				
	Apr 1 '33	23.38—	20.00—	21.88—				
	Apr 1 '33	19.25—	25.00—	20.00—				
	Apr 1 '33	27.00—	27.22—	24.00—				
	Apr 1 '33	32.40—	25.00—	25.00—				
	Apr 1 '33	35.01—	29.25—	27.00—				
	Apr 1 '33	27.00—	2.75—	22.00—				
	Apr 1 '33	26.—	22.00—	24.00—				
	Apr 1 '33	27.00—	25.00—	34.65—				
	Apr 1 '33	34.65—	25.00—	32.34—				
	Apr 1 '33	25.00—	10.00—	19.50—				
	Apr 1 '33	27.00—	25.00—	19.25—				
	Apr 1 '33	27.22—	33.47—	17.32—				
	Apr 1 '33	37.80—	32.40—	32.40—				
	Apr 1 '33	32.40—	32.40—	32.40—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Date	Checks in Detail			Date	Deposits	Date	New Balance
	Balance Brought Forward ☞						
Apr 1 '33	43.20—	25.00—	29.70—				
Apr 1 '33	22.00—	24.00—	22.00—				
Apr 1 '33	22.00—	25.21—	33.60—				
Apr 1 '33	27.00—	32.40—	22.00—				
Apr 1 '33	25.00—	25.00—	25.00—				
Apr 1 '33	25.00—	25.00—	27.00—				
Apr 1 '35	27.00—	22.25—	25.00—				
Apr 1 '33	15.00—	24.00—	25.00—				
Apr 1 '33	27.00—	20.00—	34.65—				
Apr 1 '33	19.25—	25.00—	22.00—				
Apr 1 '33	19.25—	27.00—	27.00—				
Apr 1 '33	25.00—	25.00—	24.00—				
Apr 1 '33	27.00—	23.06—	31.26—				
Apr 1 '33	22.00—	21.00—	27.00—				
Apr 1 '33	25.00—	25.00—	27.00—				
Apr 1 '33	24.00—	29.70—	27.00—				
Apr 1 '33	28.09—	25.00—	27.00—				
Apr 1 '33	25.00—	27.00—	27.00—				
Apr 1 '33	27.00—	25.00—	26.28—				
Apr 1 '33	29.85—	25.00—	27.00—				
Apr 1 '33	25.00—	25.00—	25.00—				
Apr 1 '33	25.00—	31.86—	30.00—				
Apr 1 '33	40.50—	19.25—	24.50—				
Apr 1 '33	25.00—	25.00—	16.50—				
Apr 1 '33	23.63—	25.00—	23.87—				
Apr 1 '33	27.00—	25.00—	27.00—				
Apr 1 '33	23.06—	25.00—	32.73—				
Apr 1 '33	22.46—	22.50—	20.00—				
Apr 1 '33	20.00—	32.40—	35.10—				
Apr 1 '33	25.51—	29.25—	22.00—				
Apr 1 '33	27.00—	27.00—	24.75—				
Apr 1 '33	22.00—	25.62—	32.40—				
Apr 1 '33	22.00—	22.00—	27.00—				
Apr 1 '33	25.00—	35.10—	34.65—				
Apr 1 '33	25.00—	25.00—	32.68—				
Apr 1 '33	25.00—	22.43—	27.00—				
Apr 1 '33	32.12—	40.95—					
Apr 1 '33	25.00—	22.00—	23.38—				
Apr 1 '33	27.67—	27.00 -	24.09—				
Apr 1 '33	25.00—	25.00—	23.20—				
Apr 1 '33	24.00—	2.50—	27.00—				
Apr 1 '33	27.00—	25.00—	27.00—				
Apr 1 '33	22.00—	23.70—				Apr 1 '33	212,184.13*—
						Apr 1 '33	96,225.08*—
Apr 1 '33	35.10—			Apr 1 '33	30.10**	Apr 1 '33	96,220.08*—
Apr 1 '33	25.00—					Apr 1 '33	96,195.08*—
Apr 1 '33	21.26—	25.00—	32.40—				
Apr 1 '33	22.00—	29.70—	2.50—				
Apr 1 '33	39.15—	32.86—	37.80—				

ded line drawn through this deposit item on original exhibit.

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New
		Balance Brought Forward						
	Apr 1 '33	11.00—	16.50—	25.00—				
	Apr 1 '33	27.00—	37.80—	36.91—				
	Apr 1 '33	22.00—	37.80—	25.00—				
	Apr 1 '33	37.80—	25.00—	27.00—				
	Apr 1 '33	37.80—	36.45—	33.55—				
	Apr 1 '33	25.00—	37.80—	34.93—				
	Apr 1 '33	36.45—	37.80—	29.98—				
	Apr 1 '33	19.25—	26.14—	24.75—				
	Apr 1 '33	25.00—	25.00—	27.22—				
	Apr 1 '33	32.40—	34.03—	27.00—				
	Apr 1 '33	25.00—	25.00—	27.00—				
	Apr 1 '33	25.99—	27.00—	35.87—				
	Apr 1 '33	20.00—	15.00—	32.40—				
	Apr 1 '33	27.00—	36.32—	22.00—				
	Apr 1 '33	22.00—	24.95—	25.00—				
	Apr 1 '33	25.00—	24.75—	27.00—				
	Apr 1 '33	39.49—	36.22—	24.00—				
	Apr 1 '33	32.40—	40.95—	27.00—				
	Apr 1 '33	13.50—	19.25—	50.40—				
	Apr 1 '33	24.00—	22.00—	16.50—				
	Apr 1 '33	19.25—	22.00—	32.40—				
	Apr 1 '33	56.07—	50.50—	35.93—				
	Apr 1 '33	35.86—	34.83—	35.74—				
	Apr 1 '33	37.66—	32.40—	40.95—				
	Apr 1 '33	8.00—	36.69—	31.56—				
	Apr 1 '33	32.11—	27.00—	27.22—				
	Apr 1 '33	22.00—	27.67—	25.00—				
	Apr 1 '33	22.00—	21.14—	24.00—				
	Apr 1 '33	32.40—	23.16—	27.88—				
	Apr 1 '33	24.75—	24.75—	32.40—				
	Apr 1 '33	25.00—	37.80—	32.40—				
	Apr 1 '33	26.32—	24.00—	25.00—				
	Apr 1 '33	40.95—	25.00—	23.61—				
	Apr 1 '33	11.00—	11.00—	22.00—				
	Apr 1 '33	37.80—	25.00—	30.61—				
	Apr 1 '33	32.40—	25.37—	22.68—				
	Apr 1 '33	23.17—	25.00—	8.25—				
	Apr 1 '33	27.67—	27.00—	24.75—				
	Apr 1 '33	29.25—	25.00—	25.00—				
	Apr 1 '33	27.00—	26.32—	22.00—				
	Apr 1 '33	25.09—	26.77—	25.00—				
	Apr 1 '33	25.09—	25.00—	24.00—				
	Apr 1 '33	25.00—	25.00—	18.00—				
	Apr 1 '33	23.13—	29.70—	37.80—				
	Apr 1 '33	37.80—	35.04—	33.66—				
	Apr 1 '33	32.40—	25.90—	21.40—				
	Apr 1 '33	23.67—	27.00—	25.00—				
	Apr 1 '33	24.75—	6.19—	24.75—				
	Apr 1 '33	38.59—	25.00—	22.50—				
	Apr 1 '33	25.00—	37.80—	22.00—				
	Apr 1 '33	22.00—	43.20—	25.00—				
	Apr 1 '33	24.00—	22.00—	25.00—				
	Apr 1 '33	20.79—	29.70—	29.70—				
	Apr 1 '33	25.00—	22.46—	22.45—	Apr 1 '33	22.46		

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

lance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Apr 1 '33	24.00—	27.00—	22.00—				
	Apr 1 '33	34.28—	16.50—	15.00—				
	Apr 1 '33	20.00—	25.00—	24.75—				
	Apr 1 '33	24.00—	25.00—	34.65—				
	Apr 1 '33	27.00—	31.50—	25.00—				
	Apr 1 '33	25.00—	24.00—	32.40—				
	Apr 1 '33	25.00—	21.00—	21.67—				
	Apr 1 '33	24.75—	22.76—	29.25—				
	Apr 1 '33	25.00—	25.00—	25.00—				
	Apr 1 '33	25.00—	28.35—	27.22—				
	Apr 1 '33	23.06—	32.34—	25.00—				
	Apr 1 '33	25.00—	21.00—	27.00—				
	Apr 1 '33	25.00—	27.67—	27.67—				
	Apr 1 '33	24.75—	25.00—	25.00—				
	Apr 1 '33	25.00—	25.00—	25.00—				
	Apr 1 '33	25.00—	22.00—	33.65—				
	Apr 1 '33	32.40—	35.10—	25.00—				
	Apr 1 '33	25.00—	25.00—	23.06—				
	Apr 1 '33	22.00—	27.00—	37.80—				
	Apr 1 '33	22.25—	25.00—	28.16—				
	Apr 1 '33	24.75—	22.00—	17.19—				
	Apr 1 '33	22.42—	24.75—	25.00—				
	Apr 1 '33	24.00—	22.00—	22.00—				
	Apr 1 '33	27.00—	28.34—	25.00—				
	Apr 1 '33	25.00—	25.00—	25.38—				
	Apr 1 '33	27.00—	27.60—	29.95—				
	Apr 1 '33	27.00—	27.00—	33.75—				
	Apr 1 '33	20.00—	25.00—	27.00—				
	Apr 1 '33	32.40—	16.50—	29.25—				
	Apr 1 '33	22.00—	25.00—	29.25—				
	Apr 1 '33	19.25—	32.40—	24.00—				
	Apr 1 '33	24.00—	14.28—	23.26—				
	Apr 1 '33	25.00—	23.09—	24.75—				
	Apr 1 '33	23.06—	22.00—	22.00—				
	Apr 1 '33	22.00—	25.00—	22.79—				
	Apr 1 '33	25.00—	24.00—	27.00—				
	Apr 1 '33	22.50—	22.25—	25.00—				
	Apr 1 '33	16.50—	20.00—	24.75—				
	Apr 1 '33	23.26—	23.46—	16.50—				
	Apr 1 '33	24.00—	16.50—	24.00—				
	Apr 1 '33	23.38—	24.75—	25.00—				
	Apr 1 '33	19.25—	25.00—	27.00—				
	Apr 1 '33	25.00—	27.00—	25.00—				
	Apr 1 '33	25.00—	24.00—	24.75—				
	Apr 1 '33	27.00—	23.69—	25.00—				
	Apr 1 '33	25.00—	24.00—	23.87—				
	Apr 1 '33	23.38—	24.75—	23.36—				
	Apr 1 '33	31.93—	23.33—	23.09—				
	Apr 1 '33	24.88—	27.37—	36.46—				
	Apr 1 '33	13.75—	20.00—	8.00—				
	Apr 1 '33	25.00—	23.06—	24.75—				
	Apr 1 '33	34.65—	24.75—	24.00—				
	Apr 1 '33	37.80—	25.00—	10.00—				
	Apr 1 '33	22.45—	36.00—	27.00—				
	Apr 1 '33	32.40—	20.00—	8.00—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Apr 1 '33	33.33—	33.33—	33.33—				
	Apr 1 '33	33.33—	51.25—	52.06—				
	Apr 1 '33	52.06—	51.96—	51.17—				
	Apr 1 '33	51.77—	59.87—	56.25—				
	Apr 1 '33	61.69—	62.50—	62.84—				
	Apr 1 '33	62.84—	93.74—	112.50—				
	Apr 1 '33	81.94—	87.01—	50.50—				
	Apr 1 '33	80.94—	105.00—	71.05—				
	Apr 1 '33	47.59—	63.82—	68.91—				
	Apr 1 '33	12.50—	96.65—	112.22—				
	Apr 1 '33	105.61—	105.14—	103.45—				
	Apr 1 '33	47.58—	63.85—	4.18—				
	Apr 1 '33	90.00—	78.58—	81.63—				
	Apr 1 '33	71.03—	90.00—	110.69—				
	Apr 1 '33	99.24—	61.69—	121.08—				
	Apr 1 '33	53.24—	53.17—	177.50—				
	Apr 1 '33	148.99—	156.09—	100.00—				
	Apr 1 '33	104.97—	55.31—	85.37—				
	Apr 1 '33	39.16—	31.66—	50.00—				
	Apr 1 '33	31.66—	31.66—	41.66—				
	Apr 1 '33	31.66—	31.66—	54.16—				
	Apr 1 '33	74.01—	107.06—	94.48—				
	Apr 1 '33	97.98—	96.79—	102.95—				
	Apr 1 '33	206.75—	78.21—	61.69—				
	Apr 1 '33	73.58—	74.40—	105.84—				
	Apr 1 '33	115.76—	159.79—	105.11—				
	Apr 1 '33	30.00—	84.37—	84.37—				
	Apr 1 '33	127.49—	30.00—	105.24—				
	Apr 1 '33	70.33—	74.57—	5.00—				
	Apr 1 '33	100.23—	63.62—	49.53—				
	Apr 1 '33	51.85—	51.52—	65.61—				
	Apr 1 '33	63.28—	67.38—	49.13—				
	Apr 1 '33	66.71—	67.27—	66.85—				
	Apr 1 '33	51.55—	70.83—	78.48—				
	Apr 1 '33	69.98—	158.91—	122.47—				
	Apr 1 '33	77.98—	240.89—	337.88—				
	Apr 1 '33	124.82—	95.15—	112.50—				
	Apr 1 '33	96.85—	128.13—	100.94—				
	Apr 1 '33	176.56—	78.50—	37.12—				
	Apr 1 '33	53.49—	87.84—	307.80—				
	Apr 1 '33	310.12—	242.15—	99.32—				
	Apr 1 '33	222.98—	99.76—	69.56—				
	Apr 1 '33	92.35—	64.25—	86.74—				
	Apr 1 '33	19.51—	19.43—	50.00—				
	Apr 1 '33	56.67—	63.75—	103.61—				
	Apr 1 '33	50.00—	48.89—	84.19—				
	Apr 1 '33	61.60—	56.25—	56.25—				
	Apr 1 '33	56.25—	112.50—	125.32—				
	Apr 1 '33	215.20—	22.69—	113.87—				
	Apr 1 '33	273.44—	98.21—	47.25—				
	Apr 1 '33	77.52—	83.07—	2.14—				
	Apr 1 '33	80.08—	105.11—	96.38—				
	Apr 1 '33	89.29—	96.55—	81.13—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Date	Checks in Detail			Date	Deposits	Date	New Balance
	Balance Brought Forward						
Apr 1 '33	73.20—	104.41—	5.00—				
Apr 1 '33	98.25—	90.33—	4.50—				
Apr 1 '33	69.23—	19.25—	103.47—				
Apr 1 '33	141.87—	106.71—	99.96—				
Apr 1 '33	146.25—	96.15—	94.94—				
Apr 1 '33	170.40—	78.55—	69.59—				
Apr 1 '33	93.64—	67.32—	97.97—				
Apr 1 '33	168.75—	105.94—	101.85—				
Apr 1 '33	94.71—	106.42—	135.33—				
Apr 1 '33	106.65—	105.24—	55.76—				
Apr 1 '33	83.50—	70.74—	91.05—				
Apr 1 '33	106.65—	106.34—	103.54—				
Apr 1 '33	66.74—	92.06—	113.35—				
Apr 1 '33	68.53—	166.20—	127.12—				
Apr 1 '33	88.53—	90.46—	101.25—				
Apr 1 '33	61.09—	88.09—	70.97—				
Apr 1 '33	63.78—	88.54—	114.37—				
Apr 1 '33	62.75—	94.66—	57.44—				
Apr 1 '33	61.60—	128.57—	137.60—				
Apr 1 '33	89.18—	100.42—	166.14—				
Apr 1 '33	140.64—	104.99—	46.25—				
Apr 1 '33	59.64—	28.31—	53.22—				
Apr 1 '33	50.00—	73.93—	113.21—				
Apr 1 '33	103.94—	104.41—	106.24—				
Apr 1 '33	94.00—	95.53—	68.34—				
Apr 1 '33	71.42—	79.65—	153.41—				
Apr 1 '33	163.18—	80.05—	65.26—				
Apr 1 '33	104.10—	135.00—	74.87—				
Apr 1 '33	52.27—	99.53—	89.73—				
Apr 1 '33	101.55—	61.86—	62.89—				
Apr 1 '33	113.97—	85.47—	92.74—				
Apr 1 '33	67.39—	65.62—	107.65—				
Apr 1 '33	107.11—	59.85—	88.87—				
Apr 1 '33	67.29—	67.50—	67.41—				
Apr 1 '33	70.37—	88.69—	106.84—				
Apr 1 '33	110.35—	67.34—	78.74—				
Apr 1 '33	83.09—	56.69—	90.50—				
Apr 1 '33	78.38—	88.97—	93.37—				
Apr 1 '33	4.50—	4.50—	65.18—				
Apr 1 '33	67.73—	51.67—	50.83—				
Apr 1 '33	5.00—	2.50—	24.61—				
Apr 1 '33	2.25—	71.24—	51.67—				
Apr 1 '33	56.12—	70.60—	51.85—				
Apr 1 '33	122.31—	66.85—	66.67—				
Apr 1 '33	66.67—	273.44—	159.51—				
Apr 1 '33	151.84—	122.47—	66.90—				
Apr 1 '33	63.41—	66.78—	66.71—				
Apr 1 '33	66.78—	67.16—	67.01—				
Apr 1 '33	68.08—	79.50—	70.48—				
Apr 1 '33	139.77—	76.27—	117.59—				
Apr 1 '33	92.19—	203.70—	120.71—				
Apr 1 '33	115.02—	74.44—	70.98—				
Apr 1 '33	78.75—	58.52—	78.45—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail		Date	Deposits	Date	New Balance
		Balance Brought Forward					
	Apr 1 '33	22.00	25.00		25.00		
	Apr 1 '33	22.50	36.07		27.00		
	Apr 1 '33	40.95	25.25		25.00		
	Apr 1 '33	27.53	27.00		29.25		
	Apr 1 '33	27.00	27.00		27.00		
	Apr 1 '33	27.43	27.00		30.58		
	Apr 1 '33	25.00	32.00		25.00		
	Apr 1 '33	25.00	29.20		19.62		
	Apr 1 '33	19.25	22.00		25.22		
	Apr 1 '33	22.00	25.00		22.00		
	Apr 1 '33	27.70	36.45		25.00		
	Apr 1 '33	27.25	48.00		36.10		
	Apr 1 '33	22.80	25.00		24.00		
	Apr 1 '33	24.00	20.00		44.10		
	Apr 1 '33	23.63	25.00		23.38		
	Apr 1 '33	25.09	17.32		21.91		
	Apr 1 '33	25.45	25.00		22.69		
	Apr 1 '33	25.00	29.70		36.22		
	Apr 1 '33	23.38	15.00		20.00		
	Apr 1 '33	22.00	27.00		27.22		
	Apr 1 '33	41.81	25.00		23.23		
	Apr 1 '33	15.00	15.00		23.38		
	Apr 1 '33	23.38	25.00		24.00		
	Apr 1 '33	24.00	23.63		25.00		
	Apr 1 '33	29.25	19.57		43.20		
	Apr 1 '33	25.00	27.22		27.50		
	Apr 1 '33	27.00	24.75		25.00		
	Apr 1 '33	24.00	19.94		23.08		
	Apr 1 '33	35.98	27.00		19.25		
	Apr 1 '33	19.25	32.40		2.13		
	Apr 1 '33	2.25	21.00		27.22		
	Apr 1 '33	37.80	26.77		24.75		
	Apr 1 '33	2.39	23.89		22.20		
	Apr 1 '33	22.00	35.10		27.60		
	Apr 1 '33	25.00	27.00		13.75		
	Apr 1 '33	32.52	25.00		29.69		
	Apr 1 '33	27.00	29.70		27.22		
	Apr 1 '33	24.19	5.00		32.13		
	Apr 1 '33	49.76	11.60		5.50		
83,345.05	Apr 1 '33	105.52	77.50		57.67	Apr 1 '33	83,345.05
	Apr 1 '33	116.86	170.99		146.62		
	Apr 1 '33	77.97	82.49		82.49		
	Apr 1 '33	82.49	82.49		27.22		
	Apr 1 '33	211.61	328.13		80.53		
	Apr 1 '33	142.64	226.04		106.95		
	Apr 1 '33	104.26	52.25		52.11		
	Apr 1 '33	51.71	52.15		52.50		
	Apr 1 '33	35.64	35.64		36.22		
	Apr 1 '33	58.08	39.02		31.32		
	Apr 1 '33	33.64	33.33		33.33		

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
			Balance Brought Forward					
	Apr 1 '33	22.69—	27.00—	25.00—				
	Apr 1 '33	29.51—	29.51—					
	Apr 1 '33	32.40—	25.00—	20.63—				
	Apr 1 '33	22.30—	25.00—	25.65—				
	Apr 1 '33	22.50—	23.38—	25.00—				
	Apr 1 '33	25.00—	25.00—	25.00—				
	Apr 1 '33	21.42—	31.20—	25.00—				
	Apr 1 '33	25.00—	23.38—	23.38—				
	Apr 1 '33	25.00—	24.00—	22.00—				
	Apr 1 '33	21.00—	22.78—	16.50—				
	Apr 1 '33	22.00—	21.00—	25.27—				
	Apr 1 '33	22.00—	35.96—	27.00—				
	Apr 1 '33	25.00—						
5,062.96	Apr 1 '33	27.53—	26.43—	22.00—			Apr 1 '33	95,062.96—
	Apr 1 '33	19.25—	24.75—	20.00—				
	Apr 1 '33	32.40—	180.00—	31.20—				
	Apr 1 '33	20.00—	25.00—	29.25—				
	Apr 1 '33	27.00—	32.40—	29.70—				
	Apr 1 '33	28.50—	25.20—	25.00—				
	Apr 1 '33	25.10—	24.00—	24.00—				
	Apr 1 '33	2.25—	2.25—	29.70—				
	Apr 1 '33	24.96—	43.06—	8.96—				
	Apr 1 '33	147.73—	53.30—	491.67—				
	Apr 1 '33	64.66—	78.51—	28.88—				
	Apr 1 '33	416.76—	438.22—	21.80—				
	Apr 1 '33	7.14—	81.76—	26.36—				
	Apr 1 '33	156.00—	7.88—	181.58—				
	Apr 1 '33	18.42—	13.37—	35.25—				
	Apr 1 '33	18.96—	167.73—	233.14—				
	Apr 1 '33	82.68—	5.33—	46.14—				
	Apr 1 '33	111.34—	43.06—	88.53—				
	Apr 1 '33	17.52—	109.88—	64.71—				
	Apr 1 '33	61.16—	37.80—	2.40—				
	Apr 1 '33	29.51—	196.99—	199.30—				
	Apr 1 '33	280.94—	258.68—	2.59—				
	Apr 1 '33	20.51—	255.74—	198.01—				
	Apr 1 '33	20.51—	4.07—	223.16—				
	Apr 1 '33	181.58—	18.96—	18.42—				
	Apr 1 '33	13.37—	7.88—	167.73—				
	Apr 1 '33	35.25—	82.68—	5.33—				
	Apr 1 '33	46.14—	53.30—	64.66—				
	Apr 1 '33	496.67—	400.69—	142.39—				
	Apr 1 '33	7.14—	21.80—	26.36—				
	Apr 1 '33	98.22—	81.76—	61.16—				
	Apr 1 '33	156.66—	28.88—	109.88—				
	Apr 1 '33	78.51—	88.53—	17.52—				
	Apr 1 '33	111.34—	64.71—	61.69—				
	Apr 1 '33	37.80—	61.69—	37.80—				
	Apr 1 '33	27.00—	19.25—	32.34—				
	Apr 1 '33	29.25—	23.47—	25.00—				
	Apr 1 '33	27.00—	15.00—	25.00—				
	Apr 1 '33	19.99—	34.93—	32.40—				
	Apr 1 '33	27.00—	21.00—	33.06—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Apr 1 '33	87.97	84.05	63.88				
	Apr 1 '33	73.48	87.42	68.86				
	Apr 1 '33	92.59	92.07	126.13				
	Apr 1 '33	57.78	103.68	71.08				
	Apr 1 '33	70.55	205.90	58.46				
	Apr 1 '33	57.44	120.39	57.47				
	Apr 1 '33	74.36	75.28	87.67				
	Apr 1 '33	121.15	120.29	112.53				
	Apr 1 '33	69.66	79.60	69.59				
	Apr 1 '33	79.32	50.00	82.04				
	Apr 1 '33	53.13	84.08	59.51				
	Apr 1 '33	61.82	79.99	33.33				
	Apr 1 '33	63.90	51.11	99.92				
	Apr 1 '33	99.87	71.30	112.50				
	Apr 1 '33	80.53	135.93					
	Apr 1 '33	78.72	68.18	117.43				
	Apr 1 '33	44.75	132.97	62.43				
	Apr 1 '33	72.85	107.04	53.57				
	Apr 1 '33	53.93	50.88	207.43				
	Apr 1 '33	57.14	82.70	51.35				
	Apr 1 '33	62.12	68.27	41.66				
	Apr 1 '33	36.66	106.57	63.89				
	Apr 1 '33	95.30	103.47	76.30				
	Apr 1 '33	112.50	146.96	93.74				
	Apr 1 '33	54.16	33.33	43.33				
	Apr 1 '33	54.16	90.74	108.70				
	Apr 1 '33	117.59	57.15	76.25				
	Apr 1 '33	82.93	88.20	84.67				
	Apr 1 '33	123.94	80.77	93.84				
	Apr 1 '33	108.38	102.87	78.29				
	Apr 1 '33	43.60	108.75	114.85				
	Apr 1 '33	56.74	43.60	51.46				
	Apr 1 '33	53.90	54.90	77.25				
	Apr 1 '33	63.82	93.10	101.34				
	Apr 1 '33	96.65	74.87	96.21				
	Apr 1 '33	61.95	59.87	75.00				
	Apr 1 '33	78.75	88.66	56.79				
	Apr 1 '33	57.49	56.25	56.25				
	Apr 1 '33	301.95	63.59	101.34				
	Apr 1 '33	124.06	106.99	29.70				
	Apr 1 '33	100.79	82.50	44.16				
	Apr 1 '33	76.54	97.84	132.64				
	Apr 1 '33	99.76					Apr 1 '33	42,437.81
42,437.81	Apr 1 '33	233.14			Apr 1 '33	233.14	**Apr 1 '33	42,447.81
42,447.81	Apr 1 '33	96.36			Apr 1 '33	96.38	**Apr 1 '33	42,447.83
42,447.83	Apr 1 '33	168.75			Apr 1 '33	108.75	**Apr 1 '33	42,387.83
42,387.83	Apr 1 '33	96.55			Apr 1 '33	96.65	**Apr 1 '33	42,387.93
42,387.93	Apr 3 '33	25.00	29.25	67.50				
	Apr 3 '33	25.00	10.00	50.00				
	Apr 3 '33	78.25	25.00	72.36				

** Pencilled line drawn through these deposit items on original exhibit

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
			Balance Brought Forward					
	Apr 3 '33	27.20—	27.20—	25.00—				
	Apr 3 '33	27.00—	93.74—	22.69—				
	Apr 3 '33	24.75—	31.97—					
	Apr 3 '33	35.01—	25.08—	23.80—				
	Apr 3 '33	23.29—	24.75—	15.00—				
	Apr 3 '33	20.00—	15.00—	25.00—				
	Apr 3 '33	10.00—	25.35—	27.00—				
	Apr 3 '33	85.52—	60.08—	21.75—				
	Apr 3 '33	90.36—	38.98—	36.50—				
	Apr 3 '33	27.00—	27.22—	25.00—				
	Apr 3 '33	16.50—	5.00—	4.76—				
	Apr 3 '33	4.26—	60.74—	22.25—				
	Apr 3 '33	39.04—	30.04—	25.00—				
	Apr 3 '33	25.00—	95.92—	75.00—				
	Apr 3 '33	50.00—	2.50—	24.75—				
	Apr 3 '33	340.79—	24.75—	50.34—				
	Apr 3 '33	115.90—	29.70—					
40,010.59	Apr 4 '33	122.54—	3.00—	2.75—			Apr 3 '33	40,010.59*—
	Apr 4 '33	2.75—	3.00—	3.00—				
	Apr 4 '33	3.00—	3.30—	3.00—				
	Apr 4 '33	5.00—	4.81—	155.17—				
	Apr 4 '33	32.40—	49.76—	91.10—				
	Apr 4 '33	251.63—	117.38—	131.34—				
	Apr 4 '33	67.37—	85.70—	2.25—				
	Apr 4 '33	52.45—	810.14—	1,001.41—				
	Apr 4 '33	4.25—	844.78—	390.60—				
	Apr 4 '33	12.50—	74.58—	91.77—				
	Apr 4 '33	10.42—	113.34—	12.50—				
	Apr 4 '33	168.30—	229.30—	155.86—				
	Apr 4 '33	50.00—	125.64—	41.26—				
	Apr 4 '33	84.00—	104.36—	182.08—				
	Apr 4 '33	72.07—	736.65—	219.43—				
	Apr 4 '33	25.00—	43.75—	14.17—				
	Apr 4 '33	94.17—	15.00—	52.91—				
	Apr 4 '33	23.01—	10.84—	239.13—				
	Apr 4 '33	23.39—	93.74—	15.31—				
	Apr 4 '33	15.00—	80.05—	105.36—				
	Apr 4 '33	20.00—	82.49—	49.33—				
	Apr 4 '33	82.49—	22.50—	71.38—				
	Apr 4 '33	32.40—	22.00—	91.05—				
	Apr 4 '33	150.93—	262.04—	257.25—				
	Apr 4 '33	49.33—	222.98—	18.75—				
30,664.83	Apr 4 '33	104.35—					Apr 4 '33	30,664.83*—
	Apr 4 '33	242.07—	22.50—	67.50—	Apr 4 '33	104.36	**Apr 4 '33	30,664.84*—
30,664.84	Apr 5 '33	76.25—	63.16—	5.65—				
	Apr 5 '33	21.55—	5.65—	4.90—				
	Apr 5 '33	1.76—	20.02—	3.41—				
	Apr 5 '33	5.60—	4.90—	1.76—				
	Apr 5 '33	21.55—	20.02—	3.41—				
	Apr 5 '33	5.60—	8.97—	8.97—				
	Apr 5 '33	25.21—	103.94—	22.00—				

*Pencilled line drawn through this deposit item on original exhibit.

Plaintiff's Exhibit 7.

First National Bank and Trust Company

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
		25.00—	22.00—	25.00—				
		25.00—	27.00—	25.00—				
		27.00—	27.00—	25.00—				
		25.00—	25.00—	25.00—				
		25.00—	24.75—	25.00—				
		24.57—						
			25.00—	25.00—				
		25.00—	21.14—	27.25—				
		19.25—	25.00—	27.00—				
		27.00—	33.61—	40.95—				
		25.00—	27.00—	29.25—				
		27.00—	27.00—	27.00—				
		24.75—	25.00—	25.00—				
		28.00—	29.70—	25.00—				
		27.00—	27.22—	27.00—				
		22.00—	11.00—	16.50—				
		25.00—	27.00—	37.80—				
		25.00—	25.00—	25.00—				
		23.16—	25.00—	25.00—				
		27.00—	25.00—	25.00—				
		25.00—	22.25—	27.22—				
		23.23—	27.00—	29.00—				
		27.00—	27.00—	27.00—				
	Apr 8 '33	27.00—	27.00—	27.00—				
		29.25—	32.40—	27.00—				
		29.25—	31.98—	27.00—				
		23.36—	23.26—	23.06—				
		25.00—	22.25—	25.00—				
		25.00—	27.00—	33.06—				
		34.65—	34.65—	25.00—				
		25.00—	25.00—	27.22—				
		25.00—	29.70—	24.15—				
		27.90—	25.00—	25.00—				
		25.00—	27.00—	26.14—				
		25.00—	25.00—	27.00—				
		25.00—	6.00—	25.00—				
		27.00—	25.00—	25.00—				
	Apr 8 '33	25.00—	20.00—	16.50—				
	Apr 8 '33	24.00—	27.96—	29.25—				
	Apr 8 '33	27.00—	27.00—	27.88—				
	Apr 8 '33	25.00—	27.00—	34.65—				
	Apr 8 '33	25.99—	25.00—	25.00—				
	Apr 8 '33	29.70—	27.00—	22.00—				
	Apr 8 '33	22.00—	48.09—	27.22—				
	Apr 8 '33	25.00—	27.00—	24.19—				
	Apr 8 '33	25.00—	26.06—	34.94—				
	Apr 8 '33	27.00—	27.00—	27.22—				
	Apr 8 '33	22.00—	35.10—	11.00—				
	Apr 8 '33	29.25—	15.00—	25.00—				
	Apr 8 '33	23.06—	27.00—	26.43—				
	Apr 8 '33	27.88—	29.25—	27.22—				
	Apr 8 '33	27.22—	25.00—	25.00—				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
			Balance Brought Forward					
	Apr 8 '33	27.00	25.62	24.88				
	Apr 8 '33	25.00	27.00	25.48				
	Apr 8 '33	25.00	29.70	27.00				
	Apr 8 '33	25.03	24.96	25.21				
	Apr 8 '33	27.19	27.00	25.00				
	Apr 8 '33	23.06	25.00	11.00				
	Apr 8 '33	31.50	27.00	27.00				
	Apr 8 '33	25.00	25.00	25.00				
	Apr 8 '33	20.27	25.00	25.00				
	Apr 8 '33	25.00	27.00	25.00				
	Apr 8 '33	37.80	25.69	31.50				
	Apr 8 '33	25.00	25.00	25.00				
	Apr 8 '33	25.00	25.00	25.00				
	Apr 8 '33	27.00	30.37	25.00				
	Apr 8 '33	32.40	35.58	24.59				
	Apr 8 '33	29.70	29.70	27.00				
	Apr 8 '33	25.00	25.00	25.00				
	Apr 8 '33	27.00	16.50	25.00				
	Apr 8 '33	27.00	25.07	25.00				
	Apr 8 '33	25.00	23.49	16.50				
	Apr 8 '33	16.50	25.00	25.00				
	Apr 8 '33	22.00	27.00	25.00				
	Apr 8 '33	28.35	25.62	27.00				
	Apr 8 '33	25.00	23.09	25.00				
	Apr 8 '33	25.00	27.00	25.00				
	Apr 8 '33	27.00	27.27	27.00				
	Apr 8 '33	27.00	37.80	28.03				
	Apr 8 '33	34.65	27.00	25.00				
	Apr 8 '33	27.22	27.00	27.00				
	Apr 8 '33	25.00	27.00	28.01				
	Apr 8 '33	15.00	26.90	31.50				
	Apr 8 '33	25.00	27.00	28.26				
	Apr 8 '33	25.00	26.56	24.96				
	Apr 8 '33	25.51	27.00	25.00				
	Apr 8 '33	32.40	19.25	25.00				
	Apr 8 '33	27.00	23.31	25.00				
	Apr 8 '33	25.03	23.33	25.00				
	Apr 8 '33	25.00	29.25	25.00				
	Apr 8 '33	25.00	25.00	25.00				
	Apr 8 '33	25.00	20.00	34.65				
	Apr 8 '33	31.50	25.00	25.00				
	Apr 8 '33	25.00	25.00	19.25				
	Apr 8 '33	44.10	22.00	22.42				
	Apr 8 '33	20.00	27.00	25.00				
	Apr 8 '33	27.00	25.00	27.00				
	Apr 8 '33	37.80	25.00	35.54				
	Apr 8 '33	21.88	26.61	25.00				
	Apr 8 '33	29.66	25.00	25.00				
	Apr 8 '33	25.00	20.00	25.00				
	Apr 8 '33	25.00	36.00	27.00				
	Apr 8 '33	15.00	27.00	32.40				
	Apr 8 '33	17.50	27.00	20.00				
	Apr 8 '33	20.00	27.00	27.00				
	Apr 8 '33	25.00	25.00	27.00				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New B
		Balance Brought Forward						
	Apr 5 '33	23.79	32.40	2.60				
	Apr 5 '33	3.00	3.00	3.00				
	Apr 5 '33	3.00	3.00	3.25				
	Apr 5 '33	3.25	3.25	3.25				
	Apr 5 '33	32.40	73.65				Apr 5 '33	30,037
30,037.72	Apr 6 '33	24.00	29.70	24.75				
	Apr 6 '33	3.03	2.75	2.75				
	Apr 6 '33	2.75	2.75	2.75				
	Apr 6 '33	22.00	56.25	56.25				
	Apr 6 '33	56.25	29.70	25.00				
	Apr 6 '33	3.03	3.03	3.03				
	Apr 6 '33	3.03	23.06	82.49				
	Apr 6 '33	10.00	116.64				Apr 6 '33	29,452
29,452.73	Apr 7 '33	29.70	25.00	26.12				
	Apr 7 '33	27.00	24.75	27.00				
	Apr 7 '33	29.70	25.00	25.00				
	Apr 7 '33	27.22	27.00	29.70				
	Apr 7 '33	25.00	27.00	25.00				
	Apr 7 '33	25.00	25.00	36.00				
	Apr 7 '33	27.00	25.00	25.00				
	Apr 7 '33	38.50	25.00	26.28				
	Apr 7 '33	25.00	25.00	29.25				
	Apr 7 '33	27.96	33.75	27.00				
	Apr 7 '33	22.25	27.25	31.50				
	Apr 7 '33	25.00	26.40	27.00				
	Apr 7 '33	29.25	27.00	27.00				
	Apr 7 '33	50.40	29.25	27.00				
	Apr 7 '33	32.40	27.00	27.00				
	Apr 7 '33	32.40	32.40	35.10				
	Apr 7 '33	29.70	30.58	27.00				
	Apr 7 '33	37.80	32.40	29.25				
	Apr 7 '33	36.45	29.20	27.00				
	Apr 7 '33	25.00	25.54	27.00				
	Apr 7 '33	25.00	25.00	23.06				
	Apr 7 '33	23.06	25.00	25.00				
	Apr 7 '33	22.63	25.00	11.00				
	Apr 7 '33	30.73	25.00	28.03				
	Apr 7 '33	27.73	25.00	27.00				
	Apr 7 '33	15.33	27.00	28.00				
	Apr 7 '33	25.00	27.00	25.45				
	Apr 7 '33	27.00	29.25	27.00				
	Apr 7 '33	27.00	27.00	27.00				
	Apr 7 '33	25.00	25.56	27.00				
	Apr 7 '33	27.88	22.25	25.57				
	Apr 7 '33	25.00	27.00	25.00				
	Apr 7 '33	22.43	27.00	27.88				
	Apr 7 '33	11.00	28.97	31.20				
	Apr 7 '33	27.00	27.00	27.00				
	Apr 7 '33	27.00	28.09	25.48				
	Apr 7 '33	27.00	27.00	25.00				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
	Apr 7 '33	25.00—	27.00—	25.00—				
	Apr 7 '33	27.00—	27.00—	9.22—				
302.48	Apr 7 '33	27.22—	12.00—	25.00—			Apr 7 '33	26,302.48*
	Apr 7 '33	27.22—	7.50—	7.50—				
	Apr 7 '33	7.50—	3.00—	3.00—				
	Apr 7 '55	3.00—	3.00—	3.00—				
	Apr 7 '33	3.00—	3.00—	2.75—				
	Apr 7 '33	2.75—	2.75—	2.75—				
	Apr 7 '33	2.75—	3.90—	3.90—				
	Apr 7 '33	3.90—	3.90—	3.90—				
	Apr 7 '33	2.75—	3.00—	3.00—				
	Apr 7 '33	3.00—	2.70—	3.15—				
	Apr 7 '33	1.50—	2.70—	4.20—				
	Apr 7 '33	4.20—	4.20—	3.50—				
	Apr 7 '33	4.20—	2.75—	1.93—				
	Apr 7 '33	2.75—	2.75—	2.75—				
	Apr 7 '33	2.75—	2.75—	2.75—				
	Apr 7 '33	2.75—	8.75—	8.75—				
	Apr 7 '33	3.00—	3.00—	3.00—				
	Apr 7 '33	3.00—	3.00—	24.75—				
	Apr 7 '33	78.29—	11.25—	11.25—				
	Apr 7 '33	11.25—	7.50—	3.50—				
	Apr 7 '33	5.61—	3.50—	4.20—				
	Apr 7 '33	3.50—	2.75—	2.48—				
	Apr 7 '33	2.75—	2.75—	2.48—				
	Apr 7 '33	2.75—	2.75—	17.50—				
	Apr 7 '33	17.50—	17.50—	17.50—				
	Apr 7 '33	25.00—	27.00—	27.00—				
	Apr 7 '33	25.00—	25.00—	25.00—				
	Apr 7 '33	27.22—	29.35—	25.00—				
	Apr 7 '33	28.26—	27.81—	37.80—				
	Apr 7 '33	160.00—	27.57—	27.00—				
	Apr 7 '33	25.00—	23.06—	25.06—				
167.32	Apr 7 '33	29.25—					**Apr 7 '33	25,167.32*
167.42		25.00—	25.00—	22.00—	Apr 7 '33	29.35	Apr 7 '33	25,167.42*
		25.00—	27.00—	24.96—				
		25.00—	29.25—	24.01—				
		27.00—	15.00—	27.00—				
		25.00—	15.00—	15.00—				
		20.00—	20.00—	34.65—				
		27.00—	33.66—	26.53—				
		20.00—	20.00—	3.46—				
		3.46—	3.46—	7.41—				
		7.41—	7.41—	3.04—				
		3.04—	3.04—	1.79—				
		1.79—	.55—	.55—				
		.55—	2.58—	2.58—				
		2.58—	4.70—	4.70—				
		4.70—	64.33—	64.33—				
		64.33—	25.00—	27.00—				
		27.00—	32.40—	27.00—				
		27.35—	27.22—	25.00—				
		27.00—	29.25—	26.44—				

**Spilled line drawn through this deposit item on original exhibit.

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New
		Balance Brought Forward						
	Apr 8 '33	23.63	22.00	24.96				
	Apr 8 '33	20.00	24.00	23.87				
	Apr 8 '33	22.00	29.25	34.93				
	Apr 8 '33	27.00	22.00	27.22				
	Apr 8 '33	25.00	27.00	25.00				
	Apr 8 '33	23.33	25.00	28.09				
	Apr 8 '33	29.70	22.00	25.00				
	Apr 8 '33	29.70	20.00	25.00				
	Apr 8 '33	29.61	15.00	25.00				
	Apr 8 '33	22.00	16.50	33.60				
	Apr 8 '33	24.00	26.00	27.00				
	Apr 8 '33	16.50	23.06					
	Apr 8 '33	15.00	36.32	25.00				
	Apr 8 '33	10.00	10.60	22.00				
	Apr 8 '33	22.00	20.00	20.00				
	Apr 8 '33	30.00	31.86	25.00				
	Apr 8 '33	19.25	33.47	27.37				
	Apr 8 '33	19.25	27.00	25.00				
	Apr 8 '33	27.00	25.00	15.00				
	Apr 8 '33	25.00	11.00	27.22				
	Apr 8 '33	26.00	15.00	24.00				
	Apr 8 '33	25.00	25.69	22.00				
	Apr 8 '33	25.00	27.00	27.00				
	Apr 8 '33	25.00	29.70	25.00				
	Apr 8 '33	27.00	27.86	27.00				
	Apr 8 '33	27.00	25.00	25.35				
	Apr 8 '33	25.00	27.00	25.00				
	Apr 8 '33	25.00	25.00	25.00				
	Apr 8 '33	24.00	25.00	25.00				
	Apr 8 '33	25.00	32.40	25.00				
	Apr 8 '33	24.00	27.00	25.00				
	Apr 8 '33	25.00	18.00	27.00				
	Apr 8 '33	31.56	25.00	27.00				
	Apr 8 '33	27.00	25.00	24.59				
	Apr 8 '33	32.11	25.00	32.40				
	Apr 8 '33	25.00	37.80	37.80				
	Apr 8 '33	25.00	35.04	25.00				
	Apr 8 '33	27.00	25.00	24.00				
	Apr 8 '33	27.00	27.00	25.00				
	Apr 8 '33	24.00	25.00	40.95				
	Apr 8 '33	20.63	10.00	15.00				
	Apr 8 '33	30.61	27.00	25.00				
	Apr 8 '33	25.00	23.09	27.00				
	Apr 8 '33	25.00	27.00	25.00				
	Apr 8 '33	25.00	24.75	27.00				
	Apr 8 '33	25.00	25.90	25.00				
	Apr 8 '33	25.00	25.00	20.00				
	Apr 8 '33	25.00	27.00	27.22				
	Apr 8 '33	11.00	25.00	27.00				
	Apr 8 '33	27.00	35.79	25.00				
	Apr 8 '33	29.70	24.00	29.51				
	Apr 8 '33	25.00	27.00	25.00				
	Apr 8 '33	29.70	27.00	24.09				
	Apr 8 '33	27.00	27.00	25.57				

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Date	Checks in Detail			Date	Deposits	Date	New Balance
	Balance Brought Forward						
Apr 8 '33	25.00—						
Apr 8 '33	27.00—	22.00—	25.00—				
Apr 8 '33	25.00—	25.00—	28.01—				
Apr 8 '33	32.34—	22.69—	27.00—				
Apr 8 '33	23.78—	27.22—	5.00—				
Apr 8 '33	25.00—						
Apr 8 '33	1.79—					Apr 8 '33	11,482.33*—
				Apr 8 '33	25.00**		
				Apr 8 '33	27.25**		
				Apr 8 '33	20.27**		
Apr 8 '33	7.00—	22.27—				Apr 8 '33	11,503.79*—
Apr 10 '33	25.00—	27.00—	27.00—				
Apr 10 '33	37.80—	37.80—	28.50—				
Apr 10 '33	25.45—	32.40—	29.70—				
Apr 10 '33	36.69—	35.87—	17.86—				
Apr 10 '33	37.80—	27.00—	27.00—				
Apr 10 '33	29.70—	25.00—	25.00—				
Apr 10 '33	25.00—	22.00—	27.00—				
Apr 10 '33	27.00—	29.70—					
Apr 10 '33	27.00—	25.00—	18.00—				
Apr 10 '33	25.00—	27.00—	27.00—				
Apr 10 '33	31.66—	25.00—	25.00—				
Apr 10 '33	27.00—	41.81—	23.29—				
Apr 10 '33	27.00—	25.00—	27.00—				
Apr 10 '33	20.00—	25.00—	27.00—				
Apr 10 '33	4.81—	25.00—	27.00—				
Apr 10 '33	5.50—	19.86—	2.13—				
Apr 11 '33	82.49—	25.00—	22.00—			Apr 10 '33	10,282.46*—
Apr 11 '33	25.25—	25.35—	37.80—				
Apr 11 '33	25.00—	25.00—	27.00—				
Apr 11 '33	33.49—	27.22—	27.00—				
Apr 11 '33	2.75—	192.69—				Apr 11 '33	9,704.42*—
Apr 12 '33	10.00—	24.25—	5.00—				
Apr 12 '33	1,696.17—					Apr 12 '33	7,969.00*—
Apr 13 '33	27.00—	25.00—	25.00—				
Apr 13 '33	25.00—					Apr 13 '33	7,867.00*—
14 '33	16.82—	5.00—	32.40—				
14 '33	29.25—	8.25—	24.88—				
14 '33	25.00—					14 '33	7,725.40*—
Apr 15 '33	1.79—	2.58—	55—				
Apr 15 '33	4.70—	3.04—	7.41—				
Apr 15 '33	3.46—	22.50—	25.00—				
Apr 15 '33	25.00—	2.00—				Apr 15 '33	7,627.37*—
Apr 17 '33	15.00—	2.25—	15.00—			Apr 17 '33	7,595.12*—
Apr 18 '33	58.33—	25.00—	23.06—				
Apr 18 '33	37.50—	25.00—				Apr 18 '33	7,426.23*—
Apr 19 '33	25.00—	27.22—	71.36—			Apr 19 '33	7,302.65*—

ed line drawn through these deposit items on original exhibit.

Plaintiff's Exhibit 7.

First National Bank and Trust Company

Yonkers, N. Y.

Name Treasurer City of Yonkers

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New B
		Balance Brought Forward						
7,302.65	Apr 20 '33	5.33—	131.45—	7.88—				
	Apr 20 '33	98.22—	7.14—	420.46—				
	Apr 20 '33	401.67—	64.66—	35.23—				
	Apr 20 '33	18.96—	13.37—	175.86—				
	Apr 20 '33	116.47—	18.42—	109.88—				
	Apr 20 '33	88.53—	43.06—	17.52—				
	Apr 20 '33	64.71—	78.51—	61.16—				
	Apr 20 '33	28.88—	167.73—	251.96—				
	Apr 20 '33	20.51—	3.40—	194.97—				
	Apr 20 '33	256.59—	.45—	20.51—				
	Apr 20 '33	193.43—	243.99—	.55—				
	Apr 20 '33	20.51—	193.19—	46.14—				
	Apr 20 '33	219.80—	53.30—	8.96—				
	Apr 20 '33	82.68—	26.36—	21.80—				
	Apr 20 '33	81.76—	156.66—	20.02—				
	Apr 20 '33	8.97—	5.60—	5.65—				
	Apr 20 '33	3.41—	1.76—	21.55—				
	Apr 20 '33	4.90—			Apr 20 '33		Apr 20 '33	2,87
.00*								
2,870.15	Apr 21 '33	67.50—	27.00—	9.17—				
	Apr 21 '33	9.17—	9.17—	9.17—				
	Apr 21 '33	9.17—	9.17—	9.17—				
	Apr 21 '33	3.00—	3.00—	11.67—	Apr 21 '33			
	Apr 21 '33	11.67—	11.67—	11.67—				
	Apr 21 '33	11.67—					Apr 21 '33	2,647
2,647.11	Apr 22 '33	16.67—	9.75—	4.31—				
	Apr 22 '33	4.14—	3.25—	3.25—				
	Apr 22 '33	3.25—	3.25—	3.00—				
	Apr 22 '33	3.00—	3.00—	3.00—				
	Apr 22 '33	3.00—	3.00—	3.00—				
	Apr 22 '33	3.00—	3.25—	3.25—				
	Apr 22 '33	2.48—	2.75—	2.75—				
	Apr 22 '33	2.75—	10.00—	10.00—				
	Apr 22 '33	3.30—	3.60—	3.00—				
	Apr 22 '33	3.00—	12.50—	12.50—				
	Apr 22 '33	3.60—	3.60—	3.60—				
	Apr 22 '33	3.60—	16.67—	7.18—			Apr 22 '33	2,46
2,461.86	Apr 24 '33	29.41—		.02—			Apr 24 '33	2,43
2,432.43					Apr 24 '33	.02**	Apr 24 '33	2,43
2,432.45	Apr 25 '33	2.25—					Apr 25 '33	2,43
2,430.20	Apr 26 '33	9.75—	9.75—	2.93—				
	Apr 26 '33	3.25—	3.25—	3.25—				
	Apr 26 '33	3.58—	2.54—	2.75—				
	Apr 26 '33	2.75—	2.48—	2.75—				
	Apr 26 '33	10.00—	10.00—	2.40—				
	Apr 26 '33	3.00—	3.00—	3.00—				
	Apr 26 '33	3.30—	12.50—	12.50—				

** Pencilled line drawn through this deposit item on original exhibit.

Plaintiff's Exhibit 7.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

Date	Checks in Detail			Date	Deposits	Date	New Balance
	Balance Brought Forward						
Apr 26 '33	16.67—	2.37—	27.00—				
Apr 27 '33	257.29—					Apr 26 '33	2,275.43*—
Apr 28 '33	16.50—					Apr 27 '33	2,018.14*—
Apr 29 '33	25.00—	16.67—				Apr 28 '33	2,001.64*—
						Apr 29 '33	1,959.97*—
May 2 '33	2.50—	2.50—	2.41—				
May 2 '33	27.00—					May 2 '33	1,925.56*—
May 3 '33	1.25—					May 3 '33	1,924.31*—
May 4 '33	3.50—	2.75—				May 4 '33	1,918.06*—
May 5 '33	2.50—	3.90—	.99—				
May 5 '33	2.75—	4.20—	6.00—				
May 5 '33	2.39—					May 5 '33	1,895.32*—
May 6 '33	27.00—	3.60—	.70—				
May 6 '33	.59—	2.50—				May 5 '33	1,893.33*—
May 8 '33	3.03—	3.25—	3.30—				
May 8 '33	64.33—					May 6 '33	1,860.94*—
May 9 '33	2.55—	2.48—	1.93—			May 8 '33	1,785.03*—
May 9 '33	3.00—	3.00—					
May 9 '33	2.34—					May 9 '33	1,774.07*—
May 10 '33	3.25—	2.75—	3.00—			May 9 '33	1,771.73*—
May 10 '33	2.75—	25.00—					
May 11 '33	27.00—	2.41—				May 10 '33	1,734.98*—
May 15 '33	47.25—					May 11 '33	1,705.57*—
May 17 '33	30.61—					May 15 '33	1,658.32*—
May 20 '33	27.22—					May 17 '33	1,627.71*—
May 23 '33	1.96—	7.69—				May 20 '33	1,600.49*—
May 24 '33	24.00—	29.70—	27.00—			May 23 '33	1,590.84*—
						May 24 '33	1,510.14*—
Jun 9 '33	37.50—						
Jun 10 '33	145.13—					Jun 9 '33	1,472.64*—
				Jun 10 '33	.02**	Jun 10 '33	1,327.49*—
Jun 14 '33	25.00—					Jun 10 '33	1,327.51*—
Jun 28 '33	27.90—					Jun 14 '33	1,302.51*—
Jun 30 '33	25.00—	15.00—	20.00—			Jun 28 '33	1,274.61*—
Jun 30 '33	27.00—	20.00—	15.00—				
						Jun 30 '33	1,152.61*—
Jul 1 '33	20.00—	25.00—	22.00—				
Jul 1 '33	25.00—	25.00—	25.00—				
Jul 1 '33	15.00—	25.00—	25.00—				
Jul 1 '33	25.00—	20.00—	15.00—				
Jul 3 '33	20.00—	20.00—	15.00—			Jul 1 '33	885.61*—
Jul 3 '33	27.00—	20.00—	15.00—				
Jul 3 '33	15.00—					Jul 3 '33	753.61*—

** line drawn through this deposit item on original exhibit.

Plaintiff's Exhibit 8.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Treasurer City of Yonkers

July 3, 1933 to September 10, 1933

Conservators No. A 8658

Old Balance	Date	Checks in Detail			Date	Deposits	Date	New
			Balance Brought Forward ☞					
753.61	Jul 5 '33	15.00—	25.00—	11.67—				
	Jul 5 '33	11.67—	15.00—	15.00—				
	Jul 5 '33	15.00—	20.00—				Jul 5 '33	6
625.27	Jul 6 '33	20.00—	8.50—	15.00—				
	Jul 6 '33	20.00—	20.00—	15.00—			Jul 6 '33	5
526.77	Jul 7 '33	20.00—	20.00—				Jul 7 '33	4
486.77	Jul 8 '33	25.00—	15.00—	15.00—				
	Jul 8 '33	20.00—	20.00—				Jul 8 '33	3
391.77	Jul 10 '33	20.00—	15.00—	20.00—			Jul 10 '33	3
336.77	Jul 13 '33	15.00—					Jul 13 '33	3
321.77	Jul 17 '33	20.00—					Jul 17 '33	3
301.77	Jul 22 '33	20.00					Jul 22 '33	2
281.77	Jul 24 '33	2.19—					Jul 24 '33	2
279.58	Jul 26 '33	25.00—					Jul 26 '33	2
254.58	Jul 27 '33	3.00—	3.00—	3.00—				
	Jul 27 '33	3.00—	2.70—				Jul 27 '33	2
39.88	Jul 28 '33	9.17—	9.17—		Jul 28 '33	.04**—	Jul 28 '33	
21.54	Aug 10 '33	9.00—					Aug 10 '33	
212.54							Aug 10 '33	2
212.54	Sep 5 '33	24.00—					Sep 5 '33	1
188.54	Sep 6 '33	2.35—					Sep 6 '33	1

** Pencilled line drawn through this deposit item on original exhibit.

Plaintiff's Exhibit 9.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name City of Yonkers

May 23, 1933 to July 21, 1933

Conservators No. A 9674

Balance	Date	Checks in Detail			Date	Deposits	Date	New Balance
		Balance Brought Forward						
2.84								
2.84	May 23 '33	5.50—	42.50—				May 25 '32	1,502.84*—
4.84	Jul 7 '33	25.00—	25.00—	25.00—			May 23 '33	1,454.84*—
	Jul 7 '33	25.00—	20.00—	15.00—				
	Jul 7 '33	27.00—	29.70—	25.00—				
	Jul 7 '33	15.00—	22.00—					
1.14	Jul 8 '33	20.00—	20.00—	25.00—			Jul 7 '33	1,201.14*—
	Jul 8 '33	20.00—	20.00—	25.00—				
	Jul 8 '33	15.00—	20.00—	15.00—				
	Jul 8 '33	15.00—	25.00—	25.00—				
	Jul 8 '33	27.00—	15.00—	25.00—				
	Jul 8 '33	25.00—	20.00—	25.00—				
	Jul 8 '33	25.00—	25.00—	20.00—				
	Jul 8 '33	20.00—						
9.14	Jul 10 '33	20.00—	20.00—	20.00—			Jul 8 '33	729.14*—
	Jul 10 '33	25.00—	20.00—	25.00—				
	Jul 10 '33	27.00—	15.00—					
7.14	Jul 11 '33	20.00—	15.00—	15.00—			Jul 10 '33	557.14*—
	Jul 11 '33	25.00—	20.00—	15.34—				
	Jul 11 '33	15.00—	15.00—	20.00—				
3.80	Jul 12 '33	15.00—	22.00—	15.00—			Jul 11 '33	396.80*—
	Jul 12 '33	25.00—	15.00—	27.00—				
	Jul 12 '33	25.00—	20.00—					
2.80	Jul 13 '33	15.00—	22.80—	25.00—			Jul 12 '33	232.80*—
	Jul 13 '33	15.00—	25.00—	20.00—				
0.00	Jul 13 '33	20.00—	20.00—	20.00—			Jul 13 '33	110.00*—
0.00	Jul 14 '33	25.00—					Jul 14 '33	50.00*—
5.00	Jul 21 '33	25.00—					Jul 18 '33	25.00*—
							Jul 21 '33	.00*—

Plaintiff's Exhibit 10.

FIRST NATIONAL BANK AND TRUST COMPANY

Yonkers, N. Y.

Name Nepperhan Sewer Fund City of Yonkers

Conservators No. A 6150

Old Balance	Date	Checks in Detail	Date	Deposits	Date	New
		Balance Brought Forward				
					Mar 25 '32	365
365,046.92			Mar 31 In	356.34	Mar 31 In	365
365,403.26			Apr 29 '32	618.86	Apr 29 '32	366
366,022.12	May 26 '32	345,000.00—			May 26 '32	21
21,022.12			May 28 In	599.89	May 28 In	21
21,622.01			Jun 30 In	36.52	Jun 30 In	21
21,658.53			Jul 29 In	35.34	Jul 29 In	21
21,693.87			Aug 30 In	36.58	Aug 30 In	21
21,730.45			Sep 29 In	36.73	Sep 29 In	21
21,767.18			Oct 24 '32	4,050.00	Oct 24 '32	25
25,817.18			Oct 31 In	36.02	Oct 31 In	25
25,853.20			Nov 25 '32	8,656.25	Nov 25 '32	34
34,509.45	Nov 30 In		Nov 30 In	22.08	Nov 30 In	34
34,531.53			Nov 30 '32	22.08	Nov 30 '32	34
34,553.61			Dec 30 In	56.55	Dec 30 In	34
34,610.16	Jan 1 '33	34,005.19—			Jan 1 '33	
604.97			Jan 30 In	15.90	Jan 30 In	
620.87			Feb 28 In	1.01	Feb 28 In	
621.88	May 4 '33	621.88—			May 4 '33	

Plaintiff's Exhibit 11.

Date of withdrawal	Number of days prior to 12-16-33	Amount of daily withdrawals	Amount on which interest is to be calculated @ 6% for 1 day	Interest	60% of daily withdrawals	Days from 12-16-33 to 11-3-37	Amount on daily basis	Interest	50% of daily withdrawals	Days from 11-3-37 to 12-31-37	Amount on daily basis	Interest	Days from 12-31-37 to date of trial	Amount on daily basis	Interest
TREASURER OF THE CITY OF YONKERS															
3- 8-33	283	16.00	4,528.00	.74	9.60	1,417	13,603.20	2.24	8.00	58	464.00	.08	3	24.00	0
3- 9-33	282	57.26	16,147.32	2.65	34.36	1,417	48,688.12	8.01	28.63	58	1,660.54	.27	3	85.89	.01
3-10-33	281	14,04 .78	3,946,583.18	648.75	8,426.87	1,417	11,940,874.79	1,962.88	7,022.39	58	407,298.62	66.95	3	21,067.17	3.46
3-11-33	280	9,631.48	2,696,814.40	443.31	5,778.89	1,417	8,188,687.13	1,346.09	4,815.74	58	279,312.92	45.91	3	14,447.22	2.37
3-13-33	278	908.31	252,510.18	41.51	544.99	1,417	772,250.83	126.95	454.15	58	26,340.70	4.33	3	1,362.45	.22
3-14-33	277	413.21	114,459.17	18.82	247.93	1,417	351,316.81	57.75	206.60	58	11,982.80	1.97	3	619.80	.10
3-15-33	276	26,980.23	7,446,543.48	1,224.09	16,188.14	1,417	22,938,594.38	3,770.73	13,490.11	58	782,426.38	128.62	3	40,470.33	6.65
3-16-33	275	7,558.51	2,078,590.25	341.69	4,535.11	1,417	6,426,250.87	1,056.37	3,779.25	58	219,196.50	36.03	3	11,337.75	1.86
3-17-33	274	19,027.43	5,213,515.82	857.02	11,416.46	1,417	16,177,123.82	2,659.25	9,513.71	58	551,795.18	90.71	3	28,541.13	4.69
3-18-33	273	10,588.85	2,890,756.05	475.19	6,353.31	1,417	9,002,640.27	1,479.89	5,294.42	58	307,076.36	50.48	3	15,883.26	2.61
3-20-33	271	8,954.73	2,426,731.83	398.91	5,372.84	1,417	7,613,314.28	1,251.50	4,477.36	58	259,686.88	42.69	3	13,432.08	2.21
3-23-33	268	36,036.43	9,657,763.24	1,587.58	21,621.86	1,417	30,638,175.62	5,036.41	18,018.21	58	1,045,056.18	171.79	3	54,054.63	8.89
3-24-33	267	911.45	243,357.15	40.00	546.87	1,417	774,914.79	127.38	455.72	58	26,431.76	4.34	3	1,367.16	.22
3-25-33	266	18,103.01	4,815,406.66	791.57	10,861.80	1,417	15,391,170.60	2,530.06	9,051.50	58	524,987.00	86.30	3	27,154.50	4.46
3-26-33	265	49.50	13,117.50	2.16	29.70	1,417	42,084.90	6.92	24.75	58	1,435.50	.24	3	74.25	.01
3-27-33	264	3,680.87	971,749.68	159.74	2,208.52	1,417	3,129,472.84	514.43	1,840.43	58	106,744.94	17.55	3	5,521.29	.91
3-28-33	263	723.07	190,167.41	31.26	433.84	1,417	614,751.28	101.06	361.53	58	20,968.74	3.45	3	1,084.59	.18
3-29-33	262	315.26	82,598.12	13.58	189.16	1,417	268,039.72	44.06	157.63	58	9,142.54	1.50	3	472.89	.08
3-30-33	261	563.82	147,157.02	24.19	338.29	1,417	479,356.03	78.80	281.91	58	16,350.78	2.69	3	845.73	.14
3-31-33	260	582.28	151,392.80	24.89	349.37	1,417	495,057.29	81.38	291.14	58	16,886.12	2.78	3	873.42	.14
4- 3-33	259	73,571.12	19,054,920.08	3,132.32	44,142.67	1,417	62,550,163.39	10,282.22	36,785.56	58	2,133,562.48	350.72	3	110,356.68	18.14
4- 4-33	257	2,377.34	610,976.38	100.43	1,426.40	1,417	2,021,208.80	332.25	1,188.67	58	68,942.86	11.33	3	3,566.01	.59
4- 5-33	256	9,345.75	2,392,512.00	393.29	5,607.45	1,417	7,945,756.65	1,306.15	4,672.87	58	271,026.46	44.55	3	14,018.61	2.30
4- 6-33	255	627.12	159,915.60	26.29	376.27	1,417	533,174.59	87.65	313.56	58	18,186.48	2.99	3	940.68	.15
4- 7-33	254	584.99	148,587.46	24.43	350.99	1,417	497,352.83	81.76	292.50	58	16,965.00	2.79	3	877.50	.14
4- 8-33	253	4,285.31	1,084,183.43	178.22	2,571.19	1,417	3,643,376.23	598.91	2,142.66	58	124,274.28	20.43	3	6,427.98	1.06
4-10-33	252	13,663.63	3,443,234.76	566.01	8,198.18	1,417	11,616,821.06	1,909.61	6,831.82	58	396,245.56	65.14	3	20,495.46	3.37
4-11-33	250	4,221.33	305,332.50	50.19	732.80	1,417	1,038,377.60	170.69	610.67	58	35,418.86	5.82	3	1,832.01	.30
4-12-33	249	578.04	143,931.96	23.66	346.82	1,417	491,443.94	80.79	289.02	58	16,763.16	2.76	3	867.06	.14
4-13-33	248	1,735.42	430,384.16	70.75	1,041.25	1,417	1,475,451.25	242.54	867.71	58	50,327.18	8.27	3	2,603.13	.43
4-14-33	246	102.90	25,194.00	4.14	61.20	1,417	86,720.40	14.26	51.00	58	2,958.00	.49	3	153.00	.03
4-15-33	245	141.60	34,833.60	5.73	84.96	1,417	120,388.32	19.79	70.80	58	4,106.40	.68	3	212.40	.03
4-17-33	243	98.03	24,017.35	3.95	58.82	1,417	83,347.94	13.70	49.02	58	2,843.16	.47	3	147.06	.02
4-18-33	242	32.25	7,901.25	1.30	19.35	1,417	27,418.95	4.51	16.13	58	935.54	.15	3	48.39	.01
4-19-33	241	168.89	40,871.38	6.72	101.33	1,417	143,584.61	23.60	84.45	58	4,898.10	.81	3	253.35	.04
4-20-33	240	123.58	29,782.78	4.90	74.15	1,417	105,070.55	17.27	61.79	58	3,583.82	.59	3	185.37	.03
4-21-33	239	4,432.50	1,063,800.00	174.87	2,659.50	1,417	3,768,511.50	619.48	2,216.25	58	128,542.50	21.13	3	6,648.75	1.09
4-22-33	238	223.04	53,306.56	8.76	133.82	1,417	189,622.94	31.17	111.52	58	6,468.16	1.06	3	334.56	.05
4-24-33	236	185.25	44,089.50	7.25	111.15	1,417	157,499.55	25.89	92.63	58	5,372.54	.88	3	277.89	.05
4-25-33	235	29.41	6,940.76	1.14	17.65	1,417	25,010.05	4.11	14.71	58	853.18	.14	3	44.13	.01
4-26-33	234	2.25	528.75	.09	1.35	1,417	1,912.95	.31	1.13	58	65.54	.01	3	3.39	0
		154.77	36,216.18	5.95	92.86	1,417	131,582.62	21.63	77.39	58	4,488.62	.74	3	232.17	.04

Plaintiff's Exhibit 11.

60% of daily withdrawals	Days from 12-15-33 to 11-3-37	Amount on daily basis	Interest	50% of daily withdrawals	Days from 11-3-37 to 12-31-37	Amount on daily basis	Interest	Days from 12-31-37 to date of trial	Amount on daily basis	Interest	Aggregate amount of interest due
9.60	1,417	13,603.20	2.24	8.00	58	464.00	.08	3	24.00	0	3.06
34.36	1,417	48,688.12	8.01	28.63	58	1,660.54	.27	3	85.89	.01	10.94
8,426.87	1,417	11,940,874.79	1,962.88	7,022.39	58	407,298.62	66.95	3	21,067.17	3.46	2,682.04
5,778.89	1,417	8,188,687.13	1,346.09	4,815.74	58	279,312.92	45.91	3	14,447.22	2.37	1,837.68
544.99	1,417	772,250.83	126.95	454.15	58	26,340.70	4.33	3	1,362.45	.22	173.01
247.93	1,417	351,316.81	57.75	206.60	58	11,982.80	1.97	3	619.80	.10	78.64
16,188.14	1,417	22,938,594.38	3,770.73	13,490.11	58	782,426.38	128.62	3	40,470.33	6.65	5,130.09
4,535.11	1,417	6,426,250.87	1,056.37	3,779.25	58	219,196.50	36.03	3	11,337.75	1.86	1,435.95
11,416.46	1,417	16,177,123.82	2,659.25	9,513.71	58	551,795.18	90.71	3	28,541.13	4.69	3,611.67
6,353.31	1,417	9,002,640.27	1,479.89	5,294.42	58	307,076.36	50.48	3	15,883.26	2.61	2,008.17
5,372.84	1,417	7,613,314.28	1,251.50	4,477.36	58	259,686.88	42.69	3	13,432.08	2.21	1,695.31
21,621.86	1,417	30,638,175.62	5,036.41	18,018.21	58	1,045,056.18	171.79	3	54,054.63	8.89	6,804.67
546.87	1,417	774,914.79	127.38	455.72	58	26,431.76	4.34	3	1,367.16	.22	171.94
10,861.80	1,417	15,391,170.60	2,530.06	9,051.50	58	524,987.00	86.30	3	27,154.50	4.46	3,412.39
29.70	1,417	42,084.90	6.92	24.75	58	1,435.50	.24	3	74.25	.01	9.33
2,208.52	1,417	3,129,472.84	514.43	1,840.43	58	106,744.94	17.55	3	5,521.29	.91	692.63
433.84	1,417	614,751.28	101.06	361.53	58	20,968.74	3.45	3	1,084.59	.18	135.95
189.16	1,417	268,039.72	44.06	157.63	58	9,142.54	1.50	3	472.89	.08	52.22
338.29	1,417	479,356.93	78.80	281.91	58	16,350.78	2.69	3	845.73	.14	105.22
349.37	1,417	495,057.29	81.38	291.14	58	16,886.12	2.78	3	873.42	.14	109.19
44,142.67	1,417	62,550,163.39	10,282.22	36,785.56	58	2,133,562.48	350.72	3	110,356.68	18.14	13,783.40
1,426.40	1,417	2,021,208.80	332.25	1,188.67	58	68,942.86	11.33	3	3,566.01	.59	444.60
5,607.45	1,417	7,945,756.65	1,306.15	4,672.87	58	271,026.46	44.55	3	14,018.61	2.30	1,746.29
376.27	1,417	533,174.59	87.65	313.56	58	18,186.48	2.99	3	940.68	.15	117.08
350.99	1,417	497,352.83	81.76	292.50	58	16,965.00	2.79	3	877.50	.14	109.12
3,571.19	1,417	3,643,376.23	598.91	2,142.66	58	124,274.28	20.43	3	6,427.98	1.06	798.62
8,198.18	1,417	11,616,821.06	1,909.61	6,831.82	58	396,245.56	65.14	3	20,495.46	3.37	2,544.13
732.80	1,417	1,038,377.60	170.69	610.67	58	35,418.86	5.82	3	1,832.01	.30	227.00
346.82	1,417	491,443.94	80.79	289.02	58	16,763.16	2.76	3	867.06	.14	107.35
1,041.25	1,417	1,475,451.25	242.54	867.71	58	50,327.18	8.27	3	2,603.13	.43	321.99
61.20	1,417	86,720.40	14.26	51.00	58	2,958.00	.49	3	153.00	.03	18.92
84.96	1,417	120,388.32	19.79	70.80	58	4,106.40	.68	3	212.40	.03	26.23
58.82	1,417	83,347.94	13.70	49.02	58	2,843.16	.47	3	147.06	.02	18.14
19.35	1,417	27,418.95	4.51	16.13	58	935.54	.15	3	48.39	.01	5.97
101.33	1,417	143,584.61	23.60	84.45	58	4,898.10	.81	3	253.35	.04	31.17
74.15	1,417	105,070.55	17.27	61.79	58	3,583.82	.59	3	185.37	.03	22.79
2,659.50	1,417	3,768,511.50	619.48	2,216.25	58	128,542.50	21.13	3	6,648.75	1.09	816.57
133.82	1,417	189,622.94	31.17	111.52	58	6,468.16	1.06	3	334.56	.05	41.04
111.15	1,417	157,499.55	25.89	92.63	58	5,372.54	.88	3	277.89	.05	34.07
17.65	1,417	25,010.05	4.11	14.71	58	853.18	.14	3	44.13	.01	5.40
1.35	1,417	1,912.95	.31	1.13	58	65.54	.01	3	3.39	0	.41
92.86	1,417	131,582.62	21.63	77.39	58	4,488.62	.74	3	232.17	.04	28.36

Plaintiff's Exhibit 11.

Date of withdrawal	Number of days prior to 12-16-33	Amount of daily withdrawals	Amount on which interest is to be calculated @ 6% for 1 day	Interest	50% of daily withdrawals	Days from 12-16-33 to 11-3-37	Amount on daily basis	Interest	50% of daily withdrawals	Days from 11-3-37 to 12-31-37	Amount on daily basis	Interest	Days from 12-31-37 to date of trial	Amount on daily basis	Interest
4-27-33	233	257.29	59,948.57	9.85	154.37	1,417	218,742.29	35.96	128.65	58	7,461.70	1.23	3	385.95	.06
4-28-33	232	16.50	3,828.00	.63	9.90	1,417	14,028.30	2.31	8.25	58	478.50	.08	3	24.75	0
4-29-33	231	41.67	9,625.77	1.58	25.00	1,417	35,425.00	5.82	20.84	58	1,208.72	.20	3	62.52	.01
5- 2-33	228	34.41	7,845.48	1.29	20.65	1,417	29,261.05	4.81	17.20	58	997.60	.16	3	51.60	.01
5- 3-33	227	1.25	283.75	.05	.75	1,417	1,062.75	.17	.63	58	36.54	.01	3	1.89	0
5- 4-33	226	6.25	1,412.50	.23	3.75	1,417	5,313.75	.87	3.12	58	180.96	.03	3	9.36	0
5- 5-33	225	22.73	5,114.25	.84	13.64	1,417	19,327.88	3.18	11.37	58	659.46	.11	3	34.11	.01
5- 6-33	224	34.39	7,680.96	1.26	20.63	1,417	29,232.71	4.81	17.19	58	997.02	.16	3	51.57	.01
5- 8-33	222	73.91	16,408.02	2.70	44.35	1,417	62,833.95	10.33	36.96	58	2,143.68	.35	3	110.88	.02
5- 9-33	221	15.30	3,381.30	.56	9.18	1,417	13,008.06	2.14	7.65	58	443.70	.07	3	22.95	0
5-10-33	220	36.75	8,085.00	1.33	22.05	1,417	31,244.85	5.14	18.37	58	1,065.46	.18	3	55.11	.01
5-11-33	219	29.41	6,440.79	1.06	17.65	1,417	25,010.05	4.11	14.71	58	853.18	.14	3	44.13	.01
5-15-33	215	47.25	10,158.75	1.67	28.35	1,417	40,171.95	6.60	23.62	58	1,369.96	.23	3	70.86	.01
5-17-33	213	30.61	6,519.93	1.07	18.37	1,417	26,030.29	4.28	15.31	58	887.98	.15	3	45.93	.01
5-20-33	210	27.22	5,716.20	.94	16.33	1,417	23,139.61	3.80	13.61	58	789.38	.13	3	40.83	.01
5-23-33	207	9.65	1,997.55	.33	5.79	1,417	8,204.43	1.35	4.82	58	279.56	.05	3	14.46	0
5-24-33	206	80.70	16,624.20	2.73	48.42	1,417	68,611.14	11.28	40.35	58	2,340.30	.38	3	121.05	.02
6- 9-33	190	37.50	7,125.00	1.17	22.50	1,417	31,882.50	5.24	18.75	58	1,087.50	.18	3	56.25	.01
6-10-33	189	145.13	27,429.57	4.51	87.08	1,417	123,392.36	20.28	72.57	58	4,209.06	.69	3	217.71	.04
6-14-33	185	25.00	4,625.00	.76	15.00	1,417	21,255.00	3.49	12.50	58	725.00	.12	3	37.50	.01
6-28-33	171	27.90	4,770.90	.78	16.74	1,417	23,720.58	3.90	13.95	58	809.10	.13	3	41.85	.01
6-30-33	169	122.60	20,618.00	3.39	73.20	1,417	103,724.40	17.05	61.00	58	3,538.00	.58	3	183.00	.03
7- 1-33	168	267.00	44,856.00	7.37	160.20	1,417	227,003.40	37.32	133.50	58	7,743.00	1.27	3	400.50	.07
7- 3-33	166	132.00	21,912.00	3.60	79.20	1,417	112,226.40	18.45	66.00	58	3,828.00	.63	3	198.00	.03
7- 5-33	164	128.34	21,047.76	3.46	77.00	1,417	109,109.00	17.94	64.17	58	3,721.86	.61	3	192.51	.03
7- 6-33	163	98.50	16,055.50	2.64	59.10	1,417	83,744.70	13.77	49.25	58	2,856.50	.47	3	147.75	.02
7- 7-33	162	40.00	6,480.00	1.07	24.00	1,417	34,008.00	5.59	20.00	58	1,160.00	.19	3	60.00	.01
7- 8-33	161	95.00	15,295.00	2.51	57.00	1,417	80,769.00	13.28	47.50	58	2,755.00	.45	3	142.50	.02
7-10-33	159	55.00	8,745.00	1.44	33.00	1,417	46,761.00	7.69	27.50	58	1,595.00	.26	3	82.50	.01
7-13-33	156	15.00	2,340.00	.38	9.00	1,417	12,753.00	2.10	7.50	58	435.00	.07	3	22.50	0
7-17-33	152	20.00	3,040.00	.50	12.00	1,417	17,004.00	2.80	10.00	58	580.00	.10	3	30.00	0
7-22-33	147	20.00	2,940.00	.48	12.00	1,417	17,004.00	2.80	10.00	58	580.00	.10	3	30.00	0
7-24-33	145	2.19	317.55	.05	1.31	1,417	1,856.27	.31	1.09	58	63.22	.01	3	3.27	0
7-26-33	143	25.00	3,575.00	.59	15.00	1,417	21,255.00	3.49	12.50	58	725.00	.12	3	37.50	.01
7-27-33	142	14.70	2,087.40	.34	8.82	1,417	12,497.94	2.05	7.35	58	426.30	.07	3	22.05	0
7-28-33	141	18.34	2,585.94	.43	11.00	1,417	15,587.00	2.56	9.17	58	531.86	.09	3	27.51	0
8-10-33	128	9.00	1,152.00	.19	5.40	1,417	7,651.80	1.26	4.50	58	261.00	.04	3	13.50	0
9- 5-33	102	24.00	2,448.00	.40	14.40	1,417	20,404.80	3.35	12.00	58	696.00	.11	3	36.00	.01
9- 6-33	101	2.35	237.35	.04	1.41	1,417	1,997.97	.33	1.18	58	68.44	.01	3	3.54	0
12-22-33	0	27.00			16.20	1,411	22,858.20	3.76	13.50	58	783.00	.13	3	40.50	.01
1-16-34	0	28.50			17.10	1,386	23,700.60	3.90	14.25	58	826.50	.14	3	42.75	.01
1-23-34	0	4.20			2.52	1,379	3,475.08	.57	2.10	58	121.80	.02	3	6.30	0
		274,979.04	72,892,097.69	11,982.26	164,987.43		233,786,165.25	38,430.69	137,489.52		7,974,392.16	1,310.88		412,468.56	67.75

Plaintiff's Exhibit 11.

60% of daily withdrawals	Days from 12-16-33 to 11-3-37	Amount on daily basis	Interest	50% of daily withdrawals	Days from 11-3-37 to 12-31-37	Amount on daily basis	Interest	Days from 12-31-37 to date of trial	Amount on daily basis	Interest	Aggregate amount of interest due
154.37	1,417	218,742.29	35.96	128.65	58	7,461.70	1.23	3	385.95	.06	47.10
9.90	1,417	14,028.30	2.31	8.25	58	478.50	.08	3	24.75	0	3.02
25.00	1,417	35,425.00	5.82	20.84	58	1,208.72	.20	3	62.52	.01	7.61
20.65	1,417	29,261.05	4.81	17.20	58	997.60	.16	3	51.60	.01	6.27
.75	1,417	1,062.75	.17	.63	58	36.54	.01	3	1.89	0	.23
3.75	1,417	5,313.75	.87	3.12	58	180.96	.03	3	9.36	0	1.13
13.64	1,417	19,327.88	3.18	11.37	58	659.46	.11	3	34.11	.01	4.14
20.63	1,417	29,232.71	4.81	17.19	58	997.02	.16	3	51.57	.01	6.24
44.35	1,417	62,843.95	10.33	36.96	58	2,143.68	.35	3	110.88	.02	13.40
9.18	1,417	13,008.06	2.14	7.65	58	443.70	.07	3	22.95	0	2.77
22.05	1,417	31,244.85	5.14	18.37	58	1,065.46	.18	3	55.11	.01	6.66
17.65	1,417	25,010.05	4.11	14.71	58	853.18	.14	3	44.13	.01	5.32
28.35	1,417	40,171.95	6.60	23.62	58	1,369.96	.23	3	70.86	.01	8.51
18.37	1,417	26,030.29	4.28	15.31	58	887.98	.15	3	45.93	.01	5.51
16.33	1,417	23,139.61	3.80	13.61	58	789.38	.13	3	40.83	.01	4.88
5.79	1,417	8,204.43	1.35	4.82	58	279.56	.05	3	14.46	0	1.73
48.42	1,417	68,611.14	11.28	40.35	58	2,340.30	.38	3	121.05	.02	14.41
22.50	1,417	31,882.50	5.24	18.75	58	1,087.50	.18	3	56.25	.01	6.60
87.08	1,417	123,392.36	20.28	72.57	58	4,209.06	.69	3	217.71	.04	25.52
15.00	1,417	21,255.00	3.49	12.50	58	725.00	.12	3	37.50	.01	4.38
16.74	1,417	23,720.58	3.90	13.95	58	809.10	.13	3	41.85	.01	4.82
73.20	1,417	103,724.40	17.05	61.00	58	3,538.00	.58	3	183.00	.03	21.05
160.20	1,417	227,003.40	37.32	133.50	58	7,743.00	1.27	3	400.50	.07	46.03
79.20	1,417	112,226.40	18.45	66.00	58	3,828.00	.63	3	198.00	.03	22.71
77.00	1,417	109,109.00	17.94	64.17	58	3,721.86	.61	3	192.51	.03	22.04
59.10	1,417	83,744.70	13.77	49.25	58	2,856.50	.47	3	147.75	.02	16.90
24.00	1,417	34,008.00	5.59	20.00	58	1,160.00	.19	3	60.00	.01	6.86
57.00	1,417	80,769.00	13.28	47.50	58	2,755.00	.45	3	142.50	.02	16.26
33.00	1,417	46,761.00	7.69	27.50	58	1,595.00	.26	3	82.50	.01	9.40
9.00	1,417	12,753.00	2.10	7.50	58	435.00	.07	3	22.50	0	2.55
12.00	1,417	17,004.00	2.80	10.00	58	580.00	.10	3	30.00	0	3.40
12.00	1,417	17,004.00	2.80	10.00	58	580.00	.10	3	30.00	0	3.38
1.31	1,417	1,856.27	.31	1.09	58	63.22	.01	3	3.27	0	.37
15.00	1,417	21,255.00	3.49	12.50	58	725.00	.12	3	37.50	.01	4.21
8.82	1,417	12,497.94	2.05	7.35	58	426.30	.07	3	22.05	0	2.46
11.00	1,417	15,587.00	2.56	9.17	58	531.86	.09	3	27.51	0	3.08
5.40	1,417	7,651.80	1.26	4.50	58	261.00	.04	3	13.50	0	1.49
14.40	1,417	20,404.80	3.35	12.00	58	696.00	.11	3	36.00	.01	3.87
1.41	1,417	1,997.97	.33	1.18	58	68.44	.01	3	3.54	0	.38
16.20	1,411	22,853.20	3.76	13.50	58	783.00	.13	3	40.50	.01	3.90
17.10	1,386	23,700.60	3.90	14.25	58	826.50	.14	3	42.75	.01	4.05
2.52	1,379	3,475.08	.57	2.10	58	121.80	.02	3	6.30	0	.59
164,987.43		233,786,465.25	38,430.69	137,489.52		7,974,392.16	1,310.88		412,468.56	67.75	51,791.58

Plaintiff's Exhibit 12.

Date of withdrawal	Number of days prior to 12-16-33	Amount of daily withdrawals	Amount on which interest is to be calculated @ 6% for 1 day	Interest	60% of daily withdrawals	Days from 12-16-33 to 11-3-37	Amount on daily basis	Interest	50% of daily withdrawals	Days from 11-3-37 to 12-31-37	Amount on daily basis	Interest	Days from 12-31-37 to date of trial	Amount on daily basis	Interest
CITY OF YONKERS															
5-23-33	207	48.00	9,936.00	1.63	28.80	1,417	40,809.60	6.71	24.00	58	1,392.00	.23	3	72.00	.01
7- 7-33	162	253.70	41,099.40	6.76	152.22	1,417	215,695.74	35.46	126.85	58	7,357.30	1.21	3	380.55	.06
7- 8-33	161	472.00	75,992.00	12.49	283.20	1,417	401,294.40	65.97	236.00	58	13,688.00	2.25	3	708.00	.12
7-10-33	159	172.00	27,348.00	4.50	103.20	1,417	146,234.40	24.04	86.00	58	4,988.00	.82	3	258.00	.04
7-11-33	158	160.34	25,333.72	4.16	96.20	1,417	136,315.40	22.41	80.17	58	4,649.86	.76	3	240.51	.04
7-12-33	157	164.00	25,748.00	4.23	98.40	1,417	139,432.80	22.92	82.00	58	4,756.00	.78	3	246.00	.04
7-13-33	156	122.80	19,156.80	3.15	73.68	1,417	104,404.56	17.16	61.40	58	3,561.20	.59	3	184.20	.03
7-14-33	155	60.00	9,300.00	1.53	36.00	1,417	51,012.00	8.39	30.00	58	1,740.00	.29	3	90.00	.01
7-18-33	151	25.00	3,775.00	.62	15.00	1,417	21,255.00	3.49	12.50	58	725.00	.12	3	37.50	.01
7-21-33	148	25.00	3,700.00	.61	15.00	1,417	21,255.00	3.49	12.50	58	725.00	.12	3	37.50	.01
		1,502.84	241,388.92	39.68	901.70	1,417	1,277,708.90	210.04	751.42	58	43,582.36	7.17	3	2,254.26	.37

Plaintiff's Exhibit 12.

60% of daily withdrawals	Days from 12-16-33 to 11-3-37	Amount on daily basis	Interest	50% of daily withdrawals	Days from 11-3-37 to 12-31-37	Amount on daily basis	Interest	Days from 12-31-37 to date of trial	Amount on daily basis	Interest	Aggregate amount of interest due
28.80	1,417	40,809.60	6.71	24.00	58	1,392.00	.23	3	72.00	.01	8.58
152.22	1,417	215,695.74	35.46	126.85	58	7,357.30	1.21	3	380.55	.06	43.49
283.20	1,417	401,294.40	65.97	236.00	58	13,688.00	2.25	3	708.00	.12	80.83
103.20	1,417	146,234.40	24.04	86.00	58	4,988.00	.82	3	258.00	.04	29.40
96.20	1,417	136,315.40	22.41	80.17	58	4,649.86	.76	3	240.51	.04	27.37
98.40	1,417	139,432.80	22.92	82.00	58	4,756.00	.78	3	246.00	.04	27.97
73.68	1,417	104,404.56	17.16	61.40	58	3,561.20	.59	3	184.20	.03	20.93
36.00	1,417	51,012.00	8.39	30.00	58	1,740.00	.29	3	90.00	.01	10.22
15.00	1,417	21,255.00	3.49	12.50	58	725.00	.12	3	37.50	.01	4.24
15.00	1,417	21,255.00	3.49	12.50	58	725.00	.12	3	37.50	.01	4.23
901.70	1,417	1,277,798.90	210.04	751.42	58	43,582.36	7.17	3	2,254.26	.37	257.26

Plaintiff's Exhib' 13.

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

AND

TRUST COMPANY OF YONKERS

Yonkers, N. Y.

Treasurer of the City of Yonkers.

Transcript from Feb. 28th to March 15th, 1933

Date	Checks in Detail			Date	Deposits	Date	New Balance
	Balance Brought Forward						
						Feb 28 '33	323,811.78*—
Mar 1 '33	1,941.90—	21,956.92—	617.11—				
Mar 1 '33	1,002.37—					Mar 1 '33	298,293.48*—
Mar 2 '33	4,115.36—	762.80—	72.56—			Mar 2 '33	293,342.76*—
Mar 3 '33	7,272.39—	4,679.50—	845.63—				
Mar 3 '33	4,737.28—	702.43—				Mar 3 '33	275,105.53*—
Mar 8 '33	16.00—	57.26—				Mar 8 '33	275,032.27*—
Mar 10 '33	6,105.92—	7,938.86—				Mar 10 '33	260,987.49*—
Mar 11 '33	8,579.36—	1,052.18—				Mar 11 '33	251,356.01*—
Mar 13 '33	908.31—					Mar 13 '33	250,447.70*—
Mar 14 '33	413.21—					Mar 14 '33	250,034.49*—
Mar 15 '33	25,964.66—	1,015.57—				Mar 15 '33	223,054.26*—

Balance certified to be correct

JAS. D. M. CALLUM
Asst. Cashie

Mar 16 '33	7,336.56—						
Mar 16 '33	221.95—					Mar 16 '33	215,495.75*—
Mar 17 '33	19,028.43—					Mar 17 '33	196,468.32*—
Mar 18 '33	8,566.78—						
Mar 18 '33	1,393.52—					Mar 18 '33	186,508.02*—
Mar 20 '33	628.55—						
Mar 20 '33	5,690.18—						
Mar 20 '33	51.28—						
Mar 20 '33	125.53—						
Mar 20 '33	3,177.74—					Mar 20 '33	176,924.74*—
Mar 24 '33	26,900.63—					Mar 24 '33	150,024.11*—
Mar 25 '33	2,133.98—						
Mar 25 '33	26,065.78—					Mar 25 '33	121,824.35*—
Mar 27 '33	3,680.87—					Mar 27 '33	118,143.48*—
Mar 28 '33	723.07—					Mar 28 '33	117,420.41*—
Mar 29 '33	315.26—					Mar 29 '33	117,105.15*—
Mar 30 '33	563.82—					Mar 30 '33	116,541.33*—
Mar 31 '33	582.28—					Mar 31 '33	115,959.05*—

Balance Feb 28 '33	323,811.78*—
Cks. P't'd.	207,852.73 —
Balance	115,959.05*—

Plaintiff's Exhibit 13.

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

AND

TRUST COMPANY OF YONKERS

Yonkers, N. Y.

Treasurer of the City of Yonkers

Date	Checks in Detail	Date	Deposits	Date	New Balance
	Balance Brought Forward				115,959.05
Apr 1 '33	19,763.97—			Apr 1 '33	96,195.68*—
Apr 1 '33	1,132.12—			Apr 1 '33	95,062.96*—
Apr 1 '33	11,707.91—			Apr 1 '33	83,355.05*—
Apr 1 '33	40,967.12—			Apr 1 '33	42,387.93*—
Apr 3 '33	2,377.34—			Apr 3 '33	40,010.59*
Apr 4 '33	9,345.75—				30,664.84*—
Apr 5 '33	627.12—			Apr 5 '33	30,037.72*
Apr 6 '33	584.99—			Apr 6 '33	29,452.73*—
Apr 7 '33	3,150.25—			Apr 7 '33	26,302.48*
Apr 7 '33	1,135.06—			Apr 7 '33	25,167.42*
Apr 8 '33	13,663.63—			Apr 8 '33	11,503.79*
Apr 10 '33	1,221.33—			Apr 10 '33	10,282.46*
Apr 11 '33	1,578.04—			Apr 11 '33	9,704.42*
Apr 12 '33	775.42—			Apr 12 '33	7,969.00*
Apr 13 '33	102.00—			Apr 13 '33	7,867.00*
14 '33	141.60—			14 '33	7,725.40*
Apr 15 '33	98.03—			Apr 15 '33	7,627.37*
		Apr 17 '33		Apr 17 '33	7,627.37*
Apr 17 '33	32.25—			Apr 17 '33	7,595.12*
Apr 18 '33	168.89—			Apr 18 '33	7,426.23*—
Apr 19 '33	123.58—			Apr 19 '33	7,302.65*—
Apr 20 '33	4,432.50—	Apr 20 '33		Apr 20 '33	2,870.15*
Apr 21 '33	223.04—			Apr 21 '33	2,647.11*
Apr 22 '33	185.25—			Apr 22 '33	2,461.86*—
Apr 24 '33	29.41—			Apr 24 '33	2,432.45*—
Apr 25 '33	2.25—			Apr 25 '33	2,430.20*—
Apr 26 '33	154.77—			Apr 26 '33	2,275.43*—
Apr 27 '33	257.29—			Apr 27 '33	2,018.14*—
Apr 28 '33	16.50—			Apr 28 '33	2,001.64*—
Apr 29 '33	41.67—			Apr 29 '33	1,959.97*—
				Balance	0*
				Mar 31 '33	115,959.05*
				Cks. Ret.	113,999.08#
				Balance	1,959.97*

Plaintiff's Exhibit 13.

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

AND

TRUST COMPANY OF YONKERS

Yonkers, N. Y.

Treasurer of the City of Yonkers

Date	Checks in Detail	Date	Deposits	Date	New Balance
	Balance Brought Forward				
May 2 '33	34.41—			May 2 '33	1,959.97*
May 3 '33	1.25—			May 2 '33	1,925.56*—
May 4 '33	6.25—			May 3 '33	1,924.31*—
May 5 '33	22.73—			May 4 '33	1,918.06*—
May 6 '33	34.39—			May 5 '33	1,895.33*—
May 8 '33	73.91—			May 6 '33	1,860.94*—
May 9 '33	15.30—			May 8 '33	1,787.03*—
May 10 '33	36.75—			May 9 '33	1,771.73*—
May 11 '33	29.41—			May 10 '33	1,734.98*—
May 15 '33	47.25—			May 11 '33	1,705.57*—
				May 15 '33	1,658.32*—
May 17 '33	30.61—			May 17 '33	1,658.32*
May 20 '33	27.22—			May 17 '33	1,627.71*—
May 23 '33	9.65—			May 20 '33	1,600.49*—
May 24 '33	80.70—			May 23 '33	1,590.84*—
				May 24 '33	1,510.14*—
				Balance	
				Apr 30 '33	1,959.97
				Cks. Ret.	449.83‡
				Balance	1,510.14*
					1,510.14*
Jun 9 '33	37.50—			Jun 9 '33	1,472.64*—
Jun 10 '33	145.13—			Jun 10 '33	1,327.51*—
Jun 14 '33	25.00—			Jun 14 '33	1,302.51*—
Jun 28 '33	27.90—			Jun 28 '33	1,274.61*—
Jun 30 '33	122.00—			Jun 30 '33	1,152.61*—
				Balance	
				May 31 '33	1,510.14
				Cks.	357.53‡
				Balance	1,152.61*
Jul 1 '33	267.00—			Jul 1 '33	1,152.61*
Jul 3 '33	132.00—			Jul 1 '33	885.61*—
Jul 5 '33	128.34—			Jul 3 '33	753.61*—
Jul 6 '33	98.50—			Jul 5 '33	625.27*—
Jul 7 '33	40.00—			Jul 6 '33	526.77*—
Jul 8 '33	95.00—			Jul 7 '33	486.77*—
Jul 10 '33	55.00—			Jul 8 '33	391.77*—
Jul 13 '33	15.00—			Jul 10 '33	336.77*—
Jul 17 '33	20.00—			Jul 13 '33	321.77*—
Jul 22 '33	20.00—			Jul 17 '33	301.77*—
Jul 24 '33	2.19—			Jul 22 '33	281.77*—
Jul 26 '33	25.00—			Jul 24 '33	279.58*—
Jul 27 '33	14.70—			Jul 26 '33	254.58*—
Jul 28 '33	18.34—			Jul 27 '33	239.88*—
				Jul 28 '33	221.54*—
				Balance	
				Jun 30 '33	1,152.61
				Chks. Ret	931.07‡
				Balance	221.54*

Plaintiff's Exhibit 13.

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

AND

TRUST COMPANY OF YONKERS

Yonkers, N. Y.

Treasurer of the City of Yonkers

Date	Checks in Detail	Date	Deposits	Date	New Balance
	Balance Brought Forward			Jul 31 '33	221.54*—
				Aug 10 '33	212.54*—
Aug 10 '33	9.00—			Balance	
				Jul 31 '33	221.54
				Cks. Rtd.	9.00#
				Balance	212.54*

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

AND

TRUST COMPANY OF YONKERS

Yonkers, N. Y.

City of Yonkers

Date	Checks in Detail	Date	Deposits	Date	New Balance
	Balance Brought Forward				
				Feb 28 '33	1,502.84

Plaintiff's Exhibit 13.

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

AND

TRUST COMPANY OF YONKERS

Yonkers, N. Y.

City of Yonkers

Checks in Detail	Date	Deposits	Date	New Balance
Balance Brought Forward ☞				
	Apr 20 '33		Apr 20 '33	1,502.84*

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

AND

TRUST COMPANY OF YONKERS

Yonkers, N. Y.

City of Yonkers

Checks in Detail		Date	Deposits	Date	New Balance
Balance Brought Forward ☞					
				May 5 '33	1,502.84*
3	5.50— 42.50—			May 23 '33	1,454.84*
				Balance	
				Apr 30 '33	1,502.84
				Cks. Ret.	48.00#
				Balance	1,454.84*

Plaintiff's Exhibit 13.

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

AND

TRUST COMPANY OF YONKERS

Yonkers, N. Y.

City of Yonkers

ate	Checks in Detail	Date	Deposits	Date	New Balance
	Balance Brought Forward ☞				
				May 31, 1933	1,454.84*

IN ACCOUNT WITH

THE FIRST NATIONAL BANK

AND

TRUST COMPANY OF YONKERS

Yonkers, N. Y.

City of Yonkers

ate	Checks in Detail	Date	Deposits	Date	New Balance
	Balance Brought Forward ☞				
				Jul 1 '33	1,454.84*—
7 '33	253.70—			Jul 7 '33	1,201.14*—
8 '33	472.00—			Jul 8 '33	729.14*—
10 '33	172.00—			Jul 10 '33	557.14*—
11 '33	160.34—			Jul 11 '33	396.80*—
12 '33	164.00—			Jul 12 '33	232.80*—
13 '33	122.80—			Jul 13 '33	110.00*—
14 '33	60.00—			Jul 14 '33	50.00*—
18 '33	25.00—			Jul 18 '33	25.00*—
21 '33	25.00—			Jul 21 '33	.00*—
				Balance	*
				Jun 30 '33	1,454.84
				Cks. Ret.	1,454.84#
				Balance	.00*

454

Defendant's Exhibit A.

Identification only.

Defendant's Exhibit B.

Identification only.

455

Defendant's Exhibit C.

Description of Assets Pledged	Face Value
State of Arkansas, 4½s, due 1942	$ 50,000.00
Butte, Montana, 6s, due 1941	15,000.00
Charlotte, North Carolina, 4½s, due 1934	5,000.00
Galveston, Texas, 5s, due 1933-1935	12,000.00
Town of Greenburgh, New York, 4½s, due 1946	15,000.00
Town of Greenburgh, New York, 4½s, due 1953	5,000.00
Town of Greenburgh, New York, 4½s, due 1954	1,000.00
Town of Huntington, Long Island, 4½s, due 1938	2,000.00
Town of Huntington, Long Island, 4½s, due 1945	2,000.00
Town of Huntington, Long Island, 4½s, due 1946	7,000.00
County of Jefferson, Alabama, 5s, due 1947	15,000.00
State of Louisiana, 4¾s, 1973	10,000.00
State of Louisiana, 4½s, due 1953	5,000.00
New Orleans, 4½s, due 1956	5,000.00
City of New York, 4½s, due 1965	10,000.00

Defendant's Exhibit C.

457

Description of Assets Pledged	Face Value
Norfolk, Virginia, 4½s, due 1935	$ 10,000.00
Norfolk, Virginia, 4½s, due 1935	15,000.00
State of Oregon, 5½s, due 1937	2,500.00
State of Oregon, 5½s, due 1938	2,500.00
State of Oregon, 5½s, due 1938	2,500.00
State of Oregon, 5½s, due 1945	2,500.00
State of Oregon, 5½s, due 1945	2,500.00
State of Oregon, 5½s, due 1946	2,500.00
City of Orlando, Florida, 5½s, due 1952	25,000.00
Portsmouth, Virginia, 5s, due 1954	10,000.00
City and County of San Francisco, 5s, due 1945	10,000.00
Village of Sea Cliff, New York, 5s, due 1933	1,000.00
State of South Dakota, 5s, due 1938	15,000.00
Winston-Salem, North Carolina, 4¾s, due 1936	14,000.00
Canadian, Int. Paper, 6s, due 1949	25,000.00
Comm. of Kentucky, 4½s, due 1950	50,000.00
Town of Lyndhurst, 5½s, due 1934	55,000.00
State of New Mexico, 6s, due 1935	25,000.00
Bay City, 4s, due 1935	3,000.00
Seattle, Washington, 5s, due 1934	6,000.00
Seattle, Washington, 5s, due 1940	2,000.00
Teaneck, New Jersey, 4½s, due 1934	25,000.00
Union, 6s, due 1934	25,000.00
Ohio Public Service, 6s, due 1953	30,000.00
South Bay Cons. Water Co., 5s, due 1950	10,000.00
Laclede Gas Light Co., 5½s, due 1935	5,000.00
Total Face Value	$535,000.00

458

459

460

Defendant's Exhibit D.

Resolution of Board of Estimate and Apportionment of The City of Yonkers, Adopted July 10, 1929.

By Mr. Davis:

Resolved, That The First National Bank, Yonkers National Bank and Trust Company, Yonkers Trust Company, Westchester Trust Company, the Bryn-Mawr-Nepperhan National Bank and the Central National Bank be designated as banks and trust companies for the purpose
461 of depositing all moneys of the city received by the City Treasurer of the City of Yonkers; and the City Treasurer is hereby directed to continue to procure adequate security for all moneys deposited by him in any or all of the depositories hereinbefore designated, securing and protecting the City of Yonkers against any loss of the moneys so deposited. The action of the City Treasurer in procuring interest upon the following moneys in the following accounts is hereby approved: On average daily balance of accounts known as General Accounts, two per cent (2%) to be paid semi-annually on the 30th day of June and the 31st day of December; Firemen's Pension Fund, three and
462 one-half per cent (3½%); Police Pension Fund, three and one-half per cent (3½%); Saunders Trade Fund, three per cent (3%). The interest on the last mentioned accounts to be paid semi-annually on the 30th day of June and the 31st day of December in each year.

Adopted by the following vote:

Ayes—Mayor Fogarty, Council President Davis, Comptroller Loehr, Corporation Counsel Laragh and City Engineer Sheridan.

(Certified February 20, 1936).

463

Defendant's Exhibit E.

March 28, 1933

Received from the Treasurer of the City of Yonkers the following bonds:

15,000.	County of Jefferson 5s, 1947	11,250.
10,000.	State of Louisiana 4¾s—1978	7,500.
5,000.	" " 4½s—1953	4,000.
25,000.	City of Orlando, Fla. 5½s—1952	12,000.
25,000.	Canadian International Paper 6s—1949	5,250.
25,000.	Teaneck, N. J. 5½s—1934	17,500.
30,000.	Ohio Public Service 1953	24,000.
10,000.	South Bay Consolidated Water Co. 5s—1950	6,000.
5,000.	Laclede Gas Light Co. 5½s—35	2,400.
5,000.	New Orleans 4½s—1956	4,250.
15,000.	Butte, Montana 6s—41	11,250.
10,000.	Portsmouth, Va. 5s—54	7,700.
7,000.	Town of Huntington, L. I. 4½s—1946	5,915.
10,000.	Norfolk, Va. 4½s—1935	9,400.
197,000.		128,415.

464

465

Said securities being released as pledged to secure deposits of the City of Yonkers, said release being in all respects without prejudice to the City of Yonkers.

PERCIVAL TRUDEAU
Conservator

FIRST NATIONAL BANK & TRUST CO.,
Yonkers, N. Y.

466 *Defendant's Exhibit E.*

April 3rd, 1933

Received from the Treasurer of the City of Yonkers the following Bonds:

$50,000.	State of Arkansas	4½	1942	37.	$ 18,500.
55,000.	Town of Lyndhurst	5½		60	33,000.
50,000.	Commonwealth of Kentucky	4½		80	40,000.
14,000.	Winston-Salem, N. C.	4¾		90	12,600.
15,000.	State of South Dakota	5		89½	13,425.
3,000.	Bay City	4		80	2,400.
467 5,000.	Town of Greenburg	4½	1953	81.5	4,075.
1,000.	" " "	4½	1954	81¼	812.50
					$124,812.50

Said securities being released as pledged to secure deposits of the City of Yonkers, said release being in all respects without prejudice to the City of Yonkers.

PERCIVAL TRUDEAU
Conservator

FIRST NATIONAL BANK & TRUST CO.,
Yonkers, N. Y.

468

April 7, 1933

Received from the Treasurer of the City of Yonkers, the following bonds:

$15,000.	Norfolk, Va. 4½s—1935	@	94	14,100.
25,000.	Union, N. J. 6s—1934	@	80	20,000.
40,000.				34,100.

said securities being released as pledged to secure deposits of the City of Yonkers, said release being in all respects without prejudice to the City of Yonkers.

PERCIVAL TRUDEAU
FIRST NATIONAL BANK & TRUST CO.
PERCIVAL W. TRUDEAU, Conservator

May 4, 1933

470

Received from the Treasurer of the City of Yonkers, the following bonds:

5,000.	City of Charlotte, N. C. 4½s due 1934
12,000.	Galveston, Texas 5s—1933-5
15,000.	Town of Greenburgh, N. Y. 4½s—1946
2,000.	Town of Huntington, L. I. 4½s—1938
2,000.	" " " 4½s—1945
10,000.	City of New York 4½s—1965
2,500.	State of Oregon 5½s—1938
2,500.	" " 5½s—1945
2,500.	" " 5½s—1945
2,500.	" " 5½s—1946
1,000.	Village of Sga Cliff, N. Y. 5s—1933
25,000.	State of New Mexico 6s—1935
6,000.	Seattle, Wash., 5s—1934
2,000.	" " 5s—1940

471

said securities being released as pledged to secure deposits of the City of Yonkers, said release being in all respects without prejudice to the City of Yonkers.

PERCIVAL TRUDEAU
FIRST NATIONAL BANK & TRUST CO.
PERCIVAL W. TRUDEAU, Conservator

472 *Defendant's Exhibit E.*

May 16, 1933

Received from the Treasurer of the City of Yonkers, the following bonds:

$10,000. City & County of San Francisco, school bonds 5s of 1945

said securities being released as pledged to secure deposits of the City of Yonkers, said release being in all respects without prejudice to the City of Yonkers.

473 PERCIVAL TRUDEAU
FIRST NATIONAL BANK & TRUST CO.
PERCIVAL W. TRUDEAU, Conservator

Yonkers, N. Y., July 20, 1933

RECEIVED, from the Treasurer of the City of Yonkers the following bonds;

$2,000. OREGON STATE HIGHWAY 5½% bonds due Oct. 1, 1937; Nos. 5034 and 5035 $1,000 each

474 1,000 OREGON STATE HIGHWAY 5½% bond due Oct. 1, 1938; No. 5110 and
1,000 OREGON STATE HIGHWAY 5½% Bond due April 1938; No. 5072

said securities being released as pledged to secure deposits of the City of Yonkers, said release being in all respects without prejudice to the City of Yonkers.

PERCIVAL TRUDEAU
FIRST NATIONAL BANK & TRUST CO.
PERCIVAL W. TRUDEAU, Conservator

475

Findings of Fact and Conclusions of Law Appended to the Opinion of the Court.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation,
Plaintiff,

against

THE CITY OF YONKERS,
Defendant.

L. 64-51.

476

I find:

(1) That the pledge of assets by the First National Bank and Trust Company of Yonkers, New York, to secure deposits by the City of Yonkers in the three several accounts, to wit: Treasurer of the City of Yonkers, $275,105.53; City of Yonkers, $1,502.84; and Neppenhan Sewer Fund, City of Yonkers, $621.88 was illegal and *ultra vires.* 477

(2) That the First National Bank and Trust Company was insolvent as of the 6th day of March, 1933, and that the rights of the general creditors of the First National Bank and Trust Company became fixed as of March 6, 1933.

(3) That all of the payments by the Conservator of the deposits aforesaid of the City of Yonkers were made with the view to the preference of the City of Yonkers over other creditors of the First National Bank and Trust Company.

478 *Findings of Fact and Conclusions of Law Appended to the Opinion of the Court.*

(4) That the payments of such deposits by the Conservator of the First National Bank and Trust Company to the City of Yonkers were not "permitted" payments as allowed under the authority of the Proclamation of the President of March 6, 1933, the Executive Order of March 10, 1933 and Regulation No. 10 of the Secretary of the Treasury.

(5) That no service of any notice of claim or of intention to sue by the first National Bank and Trust Company,
479 through its Receiver, was required.

(6) That the payments of the deposits aforesaid by the First National Bank and Trust Company to the City of Yonkers were voluntarily made under mistake of law by an officer of the United States and are recoverable.

(7) That the plaintiff is entitled to recover of the defendant the sum of $138,551.88, being the difference between the amount which the plaintiff should have received as a fifty per cent. dividend from the bank and the amount paid by the bank to the city on account of the three several
480 deposits aforesaid, with interest from April, 1936.

June 8, 1938.

JOHN KNIGHT,
United States District Judge.

481

Additional Findings of Fact.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation, Plaintiff,

against

THE CITY OF YONKERS, Defendant.

L. 64-51.

482

This cause having duly come on to be tried by the Court without a Jury, and the allegations and proofs of the parties having been fully heard, and the Court having filed its opinion herein dated June 8, 1938, the Court now makes additional findings as follows:

1. Since September 30, 1929 The First National Bank and Trust Company of Yonkers has been a national banking corporation organized and existing under the laws of the United States with its principal place of business in the City of Yonkers, County of Westchester and State of New York. 483

2. A first dividend of 40% was made available to the general depositors of The First National Bank and Trust Company of Yonkers on December 16, 1933 and a second dividend of 10% was made available on November 3, 1937.

3. The plaintiff is entitled to recover interest at the rate of 6% per annum on the sum of $166,262.26 from May

484 *Additional Findings of Fact.*

1, 1936 to November 2, 1937 and interest at the same rate on the sum of $138,551.88 from November 3, 1937 to the date of the judgment to be entered herein and the costs of this action.

4. The withdrawals from the "Treasurer of the City of Yonkers" and the "City of Yonkers" accounts were on City of Yonkers payroll checks and represented salary payments, salary contributions to the City of Yonkers, salary garnishment payments and New York State retirement payments.

485 5. That the payments by the Bank prior to the appointment of the Conservator of the deposits of the City of Yonkers were made with the view to the preference of the City of Yonkers over other creditors of The First National Bank and Trust Company of Yonkers.

6. That the payments by the Bank prior to the appointment of the Conservator of such deposits were not "permitted" payments as allowed under the authority of the Proclamation of the President of March 6, 1933, the Executive Order of March 10, 1933 and Regulation No. 10 of the Secretary of the Treasury.

486 7. No statute of the state of New York confers upon state banks the general power to pledge assets to secure deposits of political subdivisions of the state.

8. No statute of the state of New York confers upon state banks the specific power to pledge assets to secure deposits of the City of Yonkers.

9. Under the common law of the state of New York, as declared by its highest court, state banks lack the power to pledge assets to secure deposits of political subdivisions of the state.

Defendant's Requests for Findings of Fact and Conclusions of Law. 48

10. No applicable ordinance or local law of the City of Yonkers confers upon any bank the power to secure deposits of the City of Yonkers.

Dated, July 18, 1938.

JOHN KNIGHT,
District Judge.

48

Defendant's Requests for Findings of Fact and Conclusions of Law.

UNITED STATES DISTRICT COURT.

SOUTHERN DISTRICT OF NEW YORK.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation,
Plaintiff,

vs.

CITY OF YONKERS,
Defendant.

L. 64-51. 48

Comes now the above named defendant by Leonard G McAneny, Corporation Counsel of the City of Yonkers, its attorney, and considering the same to be material to the proper presentation of this case, respectfully requests the Court to make and enter the following findings of fact and conclusions of law.

490 *Defendant's Requests for Findings of Fact and Conclusions of Law.*

FINDINGS OF FACT.

1. That The First National Bank and Trust Company of Yonkers was and is for all purposes of this action a National Banking Institution organized and existing under and by virtue of the laws of the United States of America, having its only place of business in the City of Yonkers, State of New York.

2. That the defendant City of Yonkers was and still is a municipal corporation organized and existing under and
491 by virtue of the laws of the State of New York.

3. That by a resolution adopted by the Board of Estimate and Apportionment of the City of Yonkers on July 10, 1929, certain banks were designated as depositaries "for all moneys of the City deposited by the City Treasurer" and the City Treasurer was directed to "continue to procure adequate security for all moneys deposited by him" in the designated depositaries.

4. That on March 4, 1933, The First National Bank and Trust Company of Yonkers, the successor by merger to three of the depositaries designated in the resolution of
492 the Board of Estimate and Apportionment of Yonkers of July 10, 1929, had on pledge with the City of Yonkers, bonds of the par value of $535,000 which had been procured by the City Treasurer of the City of Yonkers pursuant to said resolution of July 10, 1929, from time to time prior thereto to secure, among other deposits, deposits of the City of Yonkers made by said City Treasurer in three several accounts, to wit: Treasurer of the City of Yonkers, $275,105.53; City of Yonkers, $1,502.84; and Nepperhan Sewer Fund, City of Yonkers, $621.88.

5. That on March 4, 1933, the defendant, City of Yonkers, had on deposit in The First National Bank and Trust

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Company of Yonkers moneys in the accounts and sums as follows: Treasurer of the City of Yonkers, $275,105.53; City of Yonkers, $1,502.84; Nepperhan Sewer Fund, $621.88.

6. That the moneys on deposit in The First National Bank and Trust Company of Yonkers in the accounts, "Treasurer of the City of Yonkers" in the sum of $275,105.53, "City of Yonkers" in the sum of $1,502.84, and "Nepperhan Sewer Fund" in the sum of $621.88 were public funds.

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7. That on Saturday, March 4, 1933, the Governor of the State of New York issued a Proclamation declaring a banking holiday.

8. That the Governor's Proclamation of March 4, 1933, did not declare that The First National Bank and Trust Company of Yonkers was insolvent.

9. That The First National Bank and Trust Company was solvent on March 4, 1933.

10. That on Monday, March 6, 1933, the President of the United States issued a Proclamation declaring a banking holiday until March 9, 1933.

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11. That the President's Proclamation of March 6, 1933, did not declare that The First National Bank and Trust Company of Yonkers was insolvent.

12. That The First National Bank and Trust Company of Yonkers was solvent on March 6, 1933.

13. That on March 9, 1933, the President of the United States issued a Proclamation continuing the Proclamation of March 6, 1933, until further proclamation by the President.

496 *Defendant's Requests for Findings of Fact and Conclusions of Law.*

14. That the President's Proclamation of March 9, 1933, did not declare that The First National Bank and Trust Company of Yonkers was insolvent.

15. That The First National Bank and Trust Company of Yonkers was solvent on March 9, 1933.

16. That on March 20, 1933, pursuant to Bank Conservation Act of March 9, 1933, the Comptroller of the Currency appointed Percival W. Trudeau Conservator of The First National Bank and Trust Company of Yonkers.

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17. That The First National Bank and Trust Company of Yonkers was solvent on March 20, 1933.

18. That from March 6, 1933, to March 20, 1933, The First National Bank and Trust Company of Yonkers was under the management and control of its own officers.

19. That from March 6, 1933, to March 20, 1933, The First National Bank and Trust Company was permitted to transact such business as any other bank was permitted to transact under the Presidential Proclamations of March 6, and 9, 1933.

498 20. That from March 6, 1933, to March 20, 1933, The First National Bank and Trust Company of Yonkers had the right to make payments on account of payroll checks drawn against funds deposited prior to March 4, 1933.

21. That from March 6, 1933, to March 20, 1933, The First National Bank and Trust Company of Yonkers paid out of the funds deposited prior to March 4, 1933, in the account "Treasurer, City of Yonkers" the sum of $98,180.79, upon payroll checks issued by the Treasurer of the City of Yonkers, such payments having been made in the following amounts on the following dates, respectively:

Mar. 9, 1933	$ 16.00	Mar. 14, 1933	$ 413.21
" 9, 1933	57.26	" 15, 1933	26,980.23
" 10, 1933	14,044.78	" 16, 1933	7,558.51
" 11, 1933	9,631.48	" 17, 1933	19,027.43
" 13, 1933	908.31	" 18, 1933	10,588.85
		" 20, 1933	8,954.73

22. That on March 28, 1933, Percival W. Trudeau, in consideration (1) of the City of Yonkers' releasing its lien upon the assets of The First National Bank and Trust Company of Yonkers deposited with the City, (2) of the City's not foreclosing its said lien in the State Courts, (3) of the City's surrendering the said assets so deposited, agreed with the City of Yonkers that he would pay out the funds of the City of Yonkers remaining on deposit with The First National Bank and Trust Company provided the City would return the bonds deposited with the City as security as the funds were paid out. 500

23. That from March 21, 1933, to March 28, 1933, The First National Bank and Trust Company of Yonkers by and with the consent of Percival W. Trudeau, Conservator, paid out of the funds remaining on deposit since prior to March 4, 1933, in the account "Treasurer, City of Yonkers" the sum of $58,781.26 upon payroll checks issued by the Treasurer of the City of Yonkers, such payments having been made in the following amounts on the following dates, respectively: 501

Mar. 23, 1933	$36,036.43
" 24, 1933	911.45
" 25, 1933	18,103.01
" 26, 1933	49.50
" 27, 1933	3,680.87

502 *Defendant's Requests for Findings of Fact and Conclusions of Law.*

24. That on March 28, 1933, pursuant to the said agreement between Percival W. Trudeau and the City of Yonkers, The City of Yonkers, in consideration of said agreement and in reliance thereon, surrendered to The First National Bank and Trust Company of Yonkers, by delivery to said Percival W. Trudeau, Conservator, bonds, held by the said City as security for its deposits, of the par value of $197,000.

25. That on July 24, 1933, Louis B. Rossire was ap-
503 pointed Successor Conservator by the Comptroller of the Currency; that on January 23, 1934, the Comptroller of the Currency appointed Arthur E. Muth as Receiver of The First National Bank and Trust Company of Yonkers and on November 15, 1937, the said Comptroller appointed Walter F. Downey, plaintiff herein successor Receiver.

26. That from March 29, 1933, to January 23, 1934, The First National Bank and Trust Company of Yonkers, by and with the consent of Percival W. Trudeau, Conservator, and Louis B. Rossire, successor Conservator, voluntarily paid out of the funds remaining on deposit since prior to March 4, 1933, in the account "Treasurer, City of
504 Yonkers", the sum of $118,016.99 upon payroll checks issued by the Treasurer of the City of Yonkers, such payments having been made in the following amounts on the following dates, respectively:

Mar.	28, 1933	$ 723.07	May	8, 1933	$ 73.91
"	29, 1933	315.26	"	9, 1933	15.30
"	30, 1933	563.82	"	10, 1933	36.75
"	31, 1933	582.28	"	11, 1933	29.41
Apr.	1, 1933	73,571.12	"	15, 1933	47.25
"	3, 1933	2,377.34	"	17, 1933	30.61
"	4, 1933	9,345.75	"	20, 1933	27.22
"	5, 1933	627.12	"	23, 1933	9.65

Apr.	6, 1933	$ 584.99	May	24, 1933	$ 80.70
"	7, 1933	4,285.31	June	9, 1933	37.50
"	8, 1933	13,663.63	"	10, 1933	145.13
"	10, 1933	1,221.33	"	14, 1933	25.00
"	11, 1933	578.04	"	28, 1933	27.90
"	12, 1933	1,735.42	"	30, 1933	122.00
"	13, 1933	102.00	July	1, 1933	267.00
"	14, 1933	141.60	"	3, 1933	132.00
"	15, 1933	98.03	"	5, 1933	128.34
"	17, 1933	32.25	"	6, 1933	98.50
"	18, 1933	168.89	"	7, 1933	40.00
"	19, 1933	123.58	"	8, 1933	95.00
"	20, 1933	4,432.50	"	10, 1933	55.00
"	21, 1933	223.04	"	13, 1933	15.00
"	22, 1933	185.25	"	17, 1933	20.00
"	24, 1933	29.41	"	22, 1933	20.00
"	25, 1933	2.25	"	24, 1933	2.19
"	26, 1933	154.77	"	26, 1933	25.00
"	27, 1933	257.29	"	27, 1933	14.70
"	28, 1933	16.50	"	28, 1933	18.34
"	29, 1933	41.67	Aug.	10, 1933	9.00
May	2, 1933	34.41	Sept.	5, 1933	24.00
"	3, 1933	1.25	"	6, 1933	2.35
"	4, 1933	6.25	Dec.	22, 1933	27.00
"	5, 1933	22.73	Jan.	16, 1934	28.50
"	6, 1933	34.39	"	22, 1934	4.20

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leaving $126.49 remaining on deposit in said bank.

27. That the moneys paid out of the account "Treasurer, City of Yonkers" by The First National Bank and Trust Company of Yonkers were payments made in the regular course of business of such bank.

508 *Defendant's Requests for Findings of Fact and Conclusions of Law.*

28. That from March 29, 1933, to January 23, 1934, The First National Bank and Trust Company of Yonkers, by and with the consent of Percival W. Trudeau, Conservator, and Louis B. Rossire, successor Conservator, voluntarily paid out of the funds remaining on deposit since prior to March 4, 1933, in the account "City of Yonkers", the sum of $1,502.84 upon payroll checks issued by the City of Yonkers, such payments having been made in the following amounts on the following dates, respectively:

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May 5, 1933	$ 48.00
July 7, 1933	253.70
July 8, 1933	472.00
July 10, 1933	172.00
July 11, 1933	160.34
July 12, 1933	164.00
July 13, 1933	122.80
July 14, 1933	60.00
July 18, 1933	25.00
July 21, 1933	25.00

29. That the money paid out of the account "City of Yonkers" by The First National Bank and Trust Company of Yonkers were payments made in the regular course of business of such bank.

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30. That on May 4, 1933, The First National Bank and Trust Company of Yonkers, by and with the consent of Percival W. Trudeau, Conservator, voluntarily paid out of the funds remaining on deposit since prior to March 4, 1933, in the account "Nepperhan Sewer Fund" the sum of $621.88.

31. That the money paid out of the account "Nepperhan Sewer Fund" by The First National Bank and Trust

Company of Yonkers were payments made in the regular course of business of such bank.

32. That between March 29, 1933, and January 23, 1934, pursuant to the said agreement between Percival W. Trudeau and the City of Yonkers, the City of Yonkers, in consideration of said agreement and in reliance thereon, surrendered to The First National Bank and Trust Company of Yonkers, by delivery to said Percival W. Trudeau, Conservator, bonds, held by the said City as security for its deposits, of the par value of $337,000 on the dates and in the amounts as follows:

April 3, 1933	$193,000
April 7, 1933	40,000
May 4, 1933	90,000
May 16, 1933	10,000
July 20, 1933	4,000

leaving $1,000 of said bonds in the hands of the City of Yonkers.

33. That Percival W. Trudeau, as Conservator of The First National Bank and Trust Company of Yonkers, gave receipts to the City of Yonkers for the securities upon their surrender, each of which receipts contained the following provision:

> "Said securities being released as pledged to secure deposits of the City of Yonkers, said release being in all respects without prejudice to the City of Yonkers."

34. That on December 16, 1933, a first dividend of 40 per cent. and on November 3, 1937, a second dividend of 10 per cent. were made available to unsecured depositors of The First National Bank and Trust Company of Yonkers.

514 *Defendant's Requests for Findings of Fact and Conclusions of Law.*

35. That the City of Yonkers was a secured depositor to the extent of deposits in the account "Treasurer, City of Yonkers" in the sum of $275,105.53.

36. That the City of Yonkers was a secured depositor to the extent of deposits in the account "City of Yonkers" in the sum of $1,502.84.

37. That the City of Yonkers was a secured depositor to the extent of deposits in the account "Nepperhan Sewer Fund" in the sum of $621.88.

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38. That the City of Yonkers had a good, valid and subsisting lien upon the assets of The First National Bank and Trust Company deposited with said City as security for the deposits of said City.

39. That no claim was ever filed with the City of Yonkers or any officer thereof for the claim alleged in the complaint herein.

40. That no notice of claim and no notice of intention to sue was ever filed with the City of Yonkers or any officer thereof with respect to the claim alleged in the complaint herein.

516

41. That The First National Bank and Trust Company of Yonkers was solvent at all times prior to January 23, 1934.

42. That all of the moneys paid by The First National Bank and Trust Company of Yonkers to the City of Yonkers out of the accounts "Treasurer, City of Yonkers", "City of Yonkers" and "Nepperhan Sewer Fund" were paid while said bank was solvent.

43. That no demand was ever made upon the City of Yonkers, its officers or employees for the return of any of the money sued for herein.

44. That the Treasurer of the City of Yonkers is and was a person receiving and depositing moneys belonging to the State of New York.

CONCLUSIONS OF LAW.

1. That the defendant is entitled to judgment dismissing the complaint with costs.

2. That the defendant, City of Yonkers, was and is a political subdivision of the State of New York, and was and is a city of the Second Class under Chapter 55 of the Laws 518
of 1909 of New York as amended.

3. That the funds deposited by the City of Yonkers in The First National Bank and Trust Company of Yonkers in accounts, "Treasurer, City of Yonkers", in the sum of $275,105.53, "City of Yonkers", in the sum of $1,502.84 and "Nepperhan Sewer Fund", in the sum of $621.88 were public funds.

4. That the Proclamation of the Governor of New York of March 4, 1933, declaring a bank holiday did not create a presumption that The First National Bank and Trust Company of Yonkers was insolvent. 519

5. That the Proclamation of the President of the United States of March 6, 1933, declaring a bank holiday did not create a presumption that The First National Bank and Trust Company of Yonkers was insolvent.

6. That the Proclamation of the President of the United States of March 9, 1933, declaring a bank holiday did not create a presumption that The First National Bank and Trust Company of Yonkers was insolvent.

7. That the appointment of Percival W. Trudeau as Conservator of The First National Bank and Trust Com-

520 *Defendant's Requests for Findings of Fact and Conclusions of Law.*

pany of Yonkers did not create a presumption that said bank was insolvent.

8. That the appointment of Louis D. Rossire, as successor Conservator of The First National Bank and Trust Company of Yonkers did not create a presumption that said bank was insolvent.

9. That solvency is presumed until the contrary is proved.

521 10. That The First National Bank and Trust Company of Yonkers is presumed to have been solvent until the contrary is proved.

11. That the plaintiff failed to overcome the presumption that The First National Bank and Trust Company of Yonkers was solvent at all times prior to March 20, 1933.

12. That the plaintiff failed to overcome the presumption that The First National Bank and Trust Company of Yonkers was solvent at all times prior to January 23, 1934.

13. That the plaintiff is not entitled to recover deposits of the City of Yonkers paid out by The First National
522 Bank and Trust Company of Yonkers prior to its insolvency.

14. That the rights of general creditors of The First National Bank and Trust Company of Yonkers became fixed upon the insolvency of said bank.

15. That the plaintiff has failed to prove a cause of action for the return of moneys paid by The First National Bank and Trust Company of Yonkers to the City of Yonkers prior to March 20, 1933.

16. That the plaintiff has failed to prove a cause of action for the return of moneys paid by The First National

Bank and Trust Company of Yonkers to the City of Yonkers prior to January 23, 1934. 523

17. That a conservator of a national bank appointed by the Comptroller of the Currency is the agent of the Comptroller.

18. That a conservator of a national bank appointed by the Comptroller of the Currency is not an officer of the Court.

19. That a receiver of a national bank appointed by the Comptroller of the Currency is the agent of the Comptroller. 524

20. That a receiver of a national bank appointed by the Comptroller of the Currency is not an officer of the Court.

21. That the negotiation of a settlement of claims against The First National Bank and Trust Company of Yonkers, including the payment of deposits to obtain the release of securities pledged to secure the same was within the scope of the authority of Percival W. Trudeau, as Conservator of said bank.

22. That the agreement of March 28, 1933, between Percival W. Trudeau, as Conservator of The First National Bank and Trust Company of Yonkers, and the City of Yonkers was based upon a good and valid consideration. 525

23. That the agreement of March 28, 1933, between Percival W. Trudeau, as Conservator of The First National Bank and Trust Company of Yonkers, and the City of Yonkers constituted an accord and satisfaction.

24. That the plaintiff is bound by the agreements or contracts made in the collection of the assets of The First National Bank and Trust Company of Yonkers by the agents of the Comptroller of the Currency.

25. That National Banks are subject to the laws of the State of New York in their dealings with persons, firms or corporations within the State of New York.

26. That the validity, force and effect of the agreement of March 28, 1933, between Percival W. Trudeau, as Conservator of The First National Bank and Trust Company of Yonkers, and the City of Yonkers is determined by the laws of New York, the place of making.

27. That the City of Yonkers was entitled to a preference in the payment of its funds upon liquidation of The First National Bank and Trust Company of Yonkers.

28. That under the law of the State of New York state banking institutions therein are authorized to give security for the safekeeping and prompt payment of deposits of the state, and of cities and of all other political subdivisions thereof, in such banks.

29. That The First National Bank and Trust Company was authorized by law to give security for the safekeeping and prompt payment of public funds deposited with it by the City of Yonkers.

30. That The First National Bank and Trust Company of Yonkers' depositing assets with the City of Yonkers as security for the said City's deposits of public funds was lawful.

31. That the pledge of assets by The First National Bank and Trust Company of Yonkers to secure, among other deposits, deposits by the City of Yonkers in the accounts, "Treasurer, City of Yonkers", in the sum of $275,105.53, "City of Yonkers", in the sum of $1,502.84, "Nepperhan Sewer Fund", in the sum of $621.88, was lawful.

529

32. That the City of Yonkers was a secured depositor of The First National Bank and Trust Company of Yonkers.

33. That if the agreement that the bonds deposited by The First National Bank and Trust Company of Yonkers with the City of Yonkers should serve as security for all of said City's deposits was beyond the powers of the said Bank, the rights and obligations of the plaintiff and defendant arising therefrom are determined by the laws of the State of New York.

530

34. That in order to repossess itself of the assets, given to secure the deposits of the City of Yonkers, The First National Bank and Trust Company of Yonkers, its Conservators and Receivers, were required to pay in full said deposits to the City of Yonkers.

35. That the payments of deposits between March 4, 1933, and March 20, 1933, to the City of Yonkers by The First National Bank and Trust Company of Yonkers were "permitted" payments allowed under the authority of the proclamation of the President of March 6, 1933, the executive order of March 10, 1933, and Regulation No. 10 of the Secretary of the Treasury.

531

36. That the payments of deposits between March 20, 1933, and March 28, 1933, to the City of Yonkers by the Conservator of The First National Bank and Trust Company of Yonkers were "permitted" payments allowed under the authority of the proclamation of the President of March 6, 1933, the executive order of March 10, 1933, and Regulation No. 10 of the Secretary of the Treasury.

37. That the payments of deposits between March 28, 1933, and January 23, 1934, to the City of Yonkers by the Conservator and successor Conservator of The First National Bank and Trust Company of Yonkers were "per-

532 mitted" payments allowed under the authority of the proclamation of the President of March 6, 1933, the executive order of March 10, 1933, and Regulation No. 10 of the Secretary of the Treasury.

38. That the City of Yonkers was a creditor of The First National Bank and Trust Company of Yonkers.

39. That the law of the State of New York gives a creditor a lien upon assets deposited with such creditor as security for the indebtedness.

533

40. That the City of Yonkers had a good, valid and subsisting lien upon the assets of The First National Bank and Trust Company of Yonkers deposited with said City as security for the deposits of said City.

41. That this action was not commenced within the time limited by law.

42. That the City of Yonkers is prohibited by law from paying the claim alleged in the complaint.

43. That the City of Yonkers is prohibited by law from paying any claims unless a claim therefor, verified by or
534 on behalf of the claimant, and approved by the head of the department or officer whose action gave rise or origin to the claim shall have been presented to the Comptroller, and shall have been audited and allowed by him.

44. That the City of Yonkers is not liable in a civil action for damages or injuries to person or property, or invasion of personal or property rights, of any name or nature whatsoever, arising at law or in equity, alleged to have been caused or sustained by or because of any omission of duty, wrongful act, fault, neglect, misfeasance or negligence on the part of the City, or any of its agents, officers or employees, unless a claim therefor in writing,

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verified by the oath of the claimant, shall within three months after the happening of the accident or injury or the occurrence of the act, omission, fault or neglect out of which or on account of which the claim arose, be presented to the common council and served upon the Mayor or City Clerk and notice of intention to commence an action thereon be served upon the Corporation Counsel, nor unless an action shall be commenced thereon within one year after the happening of such accident or injury or the occurrence of such act, omission, fault or neglect.

536

In the event of a denial by the Court of defendant's requests for the foregoing findings of fact and conclusions of law or any part thereof, defendant respectfully requests the Court to grant an exception or exceptions to defendant.

Defendant also respectfully requests the Court to grant exceptions to the findings of the Court numbered 1, 2, 3, 4, 5, 6 and 7 contained in the Court's findings dated June 8, 1938.

Dated: Yonkers, N. Y., July 8, 1938.

Respectfully submitted,

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LEONARD G. MCANENY,
Attorney for Defendant.

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Rulings on Defendant's Requests for Findings of Fact and Conclusions of Law.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation,
Plaintiff,
539 *against*
THE CITY OF YONKERS,
Defendant.

L. 64-51.

Appearances:

BENJAMIN W. MOORE, Yonkers, N. Y.; for Plaintiff.

LEONARD G. MCANENY, Corporation Counsel of Yonkers, N. Y.; and MORRIS L. ROSENWASSER and HAROLD T. GARRITY, of Counsel, for Defendant.

540

KNIGHT, District Judge:

The Court finds with respect to the Defendant's proposed Findings of Fact and concludes as to the Conclusions of Law submitted in this case as follows:

FINDINGS OF FACT.

1. Found.
2. Found.
3. Found.

Rulings on Defendant's Requests for Findings of Fact and Conclusions of Law. 541

4. Found.

5. Found.

6. Found.

7. Found.

8. Found.

9. Refused.

10. Found.

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11. Found.

12. Refused.

13. Found.

14. Found.

15. Refused.

16. Found.

17. Refused.

18. Refused.

19. Refused.

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20. Refused.

21. Found, except that same should show payment of March 20, 1933, as made by Conservator.

22. Refused.

23. Found.

24. Refused.

25. Found.

26. Found, except date March 29, 1933, and except date January 22, 1934.

Rulings on Defendant's Requests for Findings of Fact and Conclusions of Law.

27. Refused.
28. Found, except date May 5, 1933.
29. Refused.
30. Found.
31. Refused.
32. Refused.
33. Found.
34. Found.
35. Refused.
36. Refused.
37. Refused.
38. Refused.
39. Found.
40. Found.
41. Refused.
42. Refused.
43. Found.
44. Refused.

CONCLUSIONS OF LAW.

1. Refused.
2. Found.
3. Found.
4. Found.

Rulings on Defendant's Requests for Findings of Fact and Conclusions of Law.

5. Found.
6. Found.
7. Refused.
8. Refused.
9. Refused.
10. Refused.
11. Refused.
12. Refused.
13. Refused.
14. Refused.
15. Refused.
16. Refused.
17. Found.
18. Found.
19. Found.
20. Found.
21. Refused.
22. Refused.
23. Refused.
24. Refused.
25. Refused.
26. Refused.
27. Refused.

550 *Rulings on Defendant's Requests for Findings of Fact and Conclusions of Law.*

28. Refused.

29. Refused.

30. Refused.

31. Refused.

32. Refused.

33. Refused.

34. Refused.

551

35. Refused.

36. Refused.

37. Refused.

38. Found.

39. Refused.

40. Refused.

41. Refused.

42. Refused.

552 43. Refused.

44. Refused.

July 18, 1938

JOHN KNIGHT,
United States District Judge.

Filed July 29, 1938

553

Defendant's Exceptions.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation,
Plaintiff,

against

554

THE CITY OF YONKERS,
Defendant.

Exceptions are allowed the defendant as noted in the stenographic minutes of the trial herein, and to the findings numbered 1, 2, 3, 4, 5, 6 and 7 contained in the findings of the Court dated June 8, 1938, and to the findings numbered 3, 5, 6, 7, 8, 9 and 10 of the additional findings of the Court, dated July 18, 1938, and to the denial of findings of fact numbered 9, 12, 15, 17, 18, 19, 20, 21, 22, 24, 26, 27, 28, 29, 31, 32, 35, 36, 37, 38, 41, 42, 44 and to the denial of conclusions of law numbered 1, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 39, 40, 41, 42, 43 and 44 as requested by defendant, this 27th day of October, 1938. 555

JOHN KNIGHT,
U. S. D. J.

and the defendant prays that its bill of exceptions may be allowed, settled and signed.

LEONARD G. MCANENY,
Attorney for Defendant.

556 *Order Settling Bill of Exceptions.*

IT IS HEREBY STIPULATED AND AGREED by and between the attorneys for the respective parties hereto that the bill of exceptions herein contains all the material facts, proceedings, rulings and exceptions thereto occurring upon the trial of this cause and not heretofore a part of the record herein and that the exhibits set forth or referred to constitute all the exhibits offered in evidence at the said trial and that the same may be settled and allowed in the form proposed and submitted and ordered on file as a bill of exceptions herein.

557 Dated, Yonkers, New York, November 17, 1938.

BENJ. W. MOORE,
Attorney for Plaintiff.

LEONARD G. MCANENY,
Attorney for Defendant.

Order Settling Bill of Exceptions.

558 It appearing that the foregoing bill of exceptions contains all of the material facts, matters, things, proceedings, rulings, and exceptions thereto, occurring upon the trial of this cause, and not heretofore a part of the record herein, including all evidence adduced at the said trial, and that the exhibits set forth in the foregoing bill of exceptions constitute all of the exhibits offered in evidence in the said trial,

I hereby settle and allow the foregoing bill of exceptions as a full, true and correct bill of exceptions in this cause and order the same on file, and further order the clerk of this court to transmit said entire bill of exceptions to the Circuit Court of Appeals for the Second Circuit.

Dated this 18th day of November, 1938.

JOHN KNIGHT,
U. S. D. J.

Opinion of the Court.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation,
Plaintiff,
against
THE CITY OF YONKERS,
Defendant.

L. 64-51.

Appearances:

BENJAMIN W. MOORE, Yonkers, N. Y., for Plaintiff.

LEONARD G. MCANENY, Corporation Counsel of Yonkers, N. Y., MORRIS L. ROSENWASSER, and HAROLD T. GARRITY, of Counsel, for Defendant.

Hon. JOHN KNIGHT, District Judge:

On March 4, 1933, the defendant, City of Yonkers, New York, had on deposit in the First National Bank and Trust Company of Yonkers, New York, moneys in the accounts and sums hereinafter named, to wit: (1) Treasurer of the City of Yonkers, $275,105.53; (2) City of Yonkers, $1,502.84; (3) Nepperhan Sewer Fund, $621.88. A Bank Holiday was proclaimed by the Governor of New York on March 4, 1933, and by the President of the United States on March 6, 1933. The Comptroller of the Currency, pursuant to statute, appointed a Conservator of the First National Bank and Trust Company (hereinafter called bank) on March 20,

1933, and a successor Conservator on July 24, 1933. A Receiver was appointed on January 23, 1934, and the Plaintiff as Successor to such Receiver was appointed on November 15, 1937. The latter has continued to act since the last stated date. The bank never opened its doors for the transaction of regular business after March 4, 1933.

The purported authority for the deposit of the funds aforesaid is a resolution adopted by the Board of Estimate and Apportionment of the City of Yonkers on July 10, 1929. Such resolution designated five several banks as depositaries "for all moneys of the City deposited by the City
563 Treasurer," and it directed the City Treasurer to "continue to procure adequate security for all moneys deposited by him * * *" in the designated depositaries. On September 30, 1929, three of the aforesaid depositaries were merged under the name of the First National Bank and Trust Company of Yonkers, New York.

On March 4, 1933, the bank had on deposit with the City as security for the aforesaid accounts bonds of the par value of $535,000.00. Between March 8, 1933 and January 23, 1934, inclusive, the City of Yonkers (hereinafter designated City) by various checks withdrew $274,979.04 of the aforesaid account of $275,105.53 (designated "Treas-
564 urer, the City of Yonkers"); between May 23, 1933 and July 21, 1933, inclusive the City withdrew the entire aforesaid account, "City of Yonkers" in the sum of $1,502.84; and on May 4th, 1933, it withdrew the entire balance of $621.88 in the "Nepperhan Sewer account." All the withdrawals aforesaid, except the Nepperhan Sewer account, were on pay roll checks issued by the City. Between March 29, 1933 and July 20, 1933 inclusive, the City returned to the bank the aforesaid pledged securities to the amount of $534,000. The Conservator gave receipts for such securities, reciting therein that they were "without prejudice to the City of Yonkers." The depositors of the bank have been paid a

dividend of fifty per cent. This suit is brought to recover the difference between the amount which the City would receive as a fifty per cent. dividend upon such deposits and $277,103.76, the amount actually paid the City through the above mentioned withdrawals. The basis of the alleged cause of action is that the pledges by the bank to secure Defendant's deposits were illegal, void and *ultra vires*. The answer denies that and also presents several other alleged defenses. The foregoing statement of facts is not disputed.

There is no federal statute giving authority to federal banks to pledge securities for deposits generally. There are numerous statutes authorizing this in specific instances. State banks in different states were given authority by state law to pledge their assets in certain cases, and, in order to equalize the footing in this respect between state and federal banks, Chapter 604, 46 Stat. 809 was enacted. That provides that a federal bank may, upon the deposit of public money of a state or any political subdivision thereof, • • • "give security for the safe keeping and prompt payment of the moneys so deposited, of the same kind as is authorized by the law of the state of which such association is located in the case of other banking institutions in the state." This statute has received interpretation by the Supreme Court in *Texas & Pacific Ry.* v. *Pottorff*, 291 U. S. 245, with respect to private deposits, and in *Marion* v. *Sneeden*, 291 U. S. 262, in respect to public deposits. *Vide* also *Griffin* v. *Royall*, 70 F. (2d) 103; *Leonard* v. *Gage*, 94 F. (2d) 19; *Redfield Ind. School Dist. No. 20* v. *Schnetzer*, 94 F. (2d) 257. It is not questioned that the deposits aforesaid were public funds. Said the Court in *Marion* v. *Sneeden, supra:* "A national bank could not legally pledge assets to secure the fund of a State, or of a political subdivision thereof, prior to the 1930 amendment; and since then it can do so legally only if it is located in a State in which state banks are so authorized." The controlling ques-

tion then is whether a state bank in the State of New York was authorized to secure deposits of public funds by the City of Yonkers, which is a city of the second-class as defined by statute. Concededly there is no specific statute in New York authorizing such a pledge. Defendant contends that such state banks have the implied power to do this, and that such power is "established and recognized by practice, public policy, the decisions of the courts and the legislative policy of enacting statutes," that the common law as declared by the courts authorized pledging these securities in state banks and, therefore, the acts complained
569 of were legal.

Numerous provisions are found in the statutes of the State of New York authorizing the pledging of assets to secure specified public funds. These are found in the State Finance Law, the County Law, the Education Law, the Village Law and certain city charters. The enactment of these statutes denies rather than affirms any public policy recognizing the right to make these pledges. As was said by the Attorney General of the State of New York in opinion under date of June 15, 1933, in referring to these various provisions: "It will be noted that all of the provisions thus far herein cited concern themselves with the deposit
570 of public moneys * * *. This might lead to the conclusion that in the absence of a special act therefor banks may not give security for deposits made by public officers and agents."

In *Hellawell* v. *Town of Hempstead*, 10 F. Supp. 771; in *Matter of Broderick*, 140 Misc. (N. Y.) 861; and *Matter of Spencerport*, 143 Misc. (N. Y.) 196; it was in effect held that the public policy of the State of New York authorizes state banks to "pledge their assets as security for public moneys * * *." It is pointed out in this connection that; by the Enabling Act of 1930, the bank may give security of the same kind as "is authorized by the law of the state in

which such association is located," and that this use of the word "law" in the place of the word "statute" has significance as conveying a broader meaning than "statute." Granting such interpretation, the "law" is what the highest court of the State of New York has said it is. The last above decisions must yield to the decision of the Court of Appeals, as the highest court. "An authority for determination of the question * * * can be given only by its highest court." *Marion* v. *Sneeden, supra*. The Court of Appeals of the State of New York has spoken, and it has determined the law of that state. *State Bank of Commerce* v. *Stone*, 261 N. Y. 175; *City of Mount Vernon* v. *Mount Vernon Trust Co.*, 270 N. Y. 400. Defendant reads the opinion in *State Bank of Commerce* v. *Stone, supra*, as recognizing an implied power to pledge securities. Careful reading of the opinion refutes this claim. The Court said: "Whatever doubt there may have been regarding the power of banks to secure deposits of public moneys has been removed by statute." (It there refers to three specific statutes, to wit: State Finance Law, County Law and Greater New York Charter.) And further, "An act of the legislature was evidently thought necessary even as to public moneys to enable banks to pledge certain securities for undertakings or deposits." Such include the last three enactments above mentioned. Said the Court in *City of Mount Vernon* v. *Mount Vernon Trust Co., supra:* "No question remains that this pledge of the defendants to secure deposits was *ultra vires* as to both parties." The Attorney-General of the State of New York passed upon the precise question at issue here, and he concluded that: "In the absence of express statutory provision, banks cannot pledge their assets to secure deposits of such public moneys. Thus, in answering your direct question, it is my opinion that deposits made by * * * city treasurers, * * * and similar local officers and agencies of public

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574 *Opinion of the Court.*

moneys received in such official capacity, cannot be secured by a pledge of bank securities in the absence of express statutory authority."

Banks are the creation of statute. Their authority is necessarily limited strictly by statute. Pledge of deposits may lead to serious injury to unsecured depositors. Authority based on implied power must be clearly established.

The President's Proclamation of March 6, 1933, provided that the Secretary of the Treasury, with the approval of the President, under an adopted regulation, had power
575 "to permit any or all of such banking institutions to perform any or all of the banking functions." An Executive Order of the President of March 10, 1933, continued the status of banks as in the Proclamation aforesaid, with certain modifications here immaterial. Under the authority of the Proclamation and Executive Order aforesaid, the Secretary of the Treasury adopted Regulation No. 9, which, among other things, provided that: "Any National or State banking institution may exercise its usual banking functions to such extent as its situation shall permit and as shall be absolutely necessary to meet the needs of its community for food, medicine, other necessities of life, • • •
576 for the payment of usual salaries and wages; for necessary current expenses and for the purpose of maintaining employment, and for other similar essential purposes, • • • provided (3) no national banking association shall engage in any transaction under this Section which is in violation of any Federal law • • •. Each banking institution and its directors and officers will be held strictly accountable for the faithful performance, with the spirit and purpose, as well as the letter of this regulation." If the bank was insolvent when these payroll checks were paid, payment was in violation of the statute (Title 12, Sec. 91 USC) (Rev. Stat. 5242), and payment of such checks was prohibited; otherwise they were permitted payments.

There is no direct proof of the insolvency of the bank prior to January 23, 1934, when the Receiver was appointed. There is no specific allegation in the Complaint herein that the bank was insolvent. The Complaint sets out the various proceedings relative to the suspension of business, the appointment of the Conservator and his successor and the appointment of the Receiver. Defendant contends that the burden rests upon the Plaintiff to establish insolvency. It seems to me, under the circumstances in the case, that a presumption of insolvency as of March 6, 1933, arises and continues to the time of the appointment of a Receiver, since the bank never opened its doors for the transaction of regular business after March 6, 1933. The Conservator was appointed less than two weeks from the date of closing, and a Conservator or Conservators continued in possession until the appointment of a Receiver.

The Act of March 9, 1933, (48 Stat. 2, 12 USC, 201) provides for the appointment of a Conservator to "take possession of the books and take such action as may be necessary to conserve the assets of such bank, pending further disposition of its business as provided by law." Treasury Regulation 30 authorizes the Conservator to transact a limited business of the bank as authorized by aforesaid Regulation 10. The purpose of the appointment of a Conservator is to hold matters in status quo pending a receivership or some change which may allow the bank to reopen. Between the official closing of a bank and the appointment of a Conservator or Receiver, additional liabilities may not be imposed upon the assets of a bank. *Bryce* v. *National City Bank of New Rochelle*, 17 F. Supp. 792. Section 203 USC, in part, provides: "During the time as such Conservator remains in possession of such bank, the rights of all parties with respect thereto shall be subject to the other provisions of this sub-chapter 8 the same as if a Receiver had been appointed therefor." It follows therefore that the rights of

580 creditors relate back to the date of the closing of the bank pursuant to the President's Proclamation of March 6, 1933. *Goess* v. *Heckscher*, Opinion by Knox, J. (D. J. S. D. N. Y.): *Hardee* v. *Washington Loan & Trust Co.*, 91 F. (2d) 314; *Mine Safety Appliance Co.* v. *Dehm*, Feb. 3, 1938; *Bryce* v. *National City Bank of New Rochelle*, *supra*. In *Payne* v. *Jackman*, 12 F. Supp. 653 and *Aufderheide* v. *Mine Safety Appliance Co.*, 9 F. Supp. 653, it is held that these rights relate back to the time of the appointment of a Conservator. Presumptively the bank was insolvent when all of the deposits in question were paid out. Payment thereof was pro-
581 hibited by Section 91 USC, *supra*, and also Regulation No. 9.

Payment of these payroll accounts to defendant constituted a preference. Pledge of these securities was illegal and *ultra vires*.

The Court of Appeals of the State of New York, both in *State Bank of Commerce* v. *Stone* and *City of Mount Vernon* v. *Mount Vernon Trust Co.*, *supra*, has stated that where an insolvent bank has pledged its assets to secure deposits of public funds, it cannot repossess itself of such assets until there is paid back the deposits secured. That is not the federal law. While the aforesaid amendment of 1930 describes the application of the state law in deter-
582 mining whether a pledge is or is not illegal, it says nothing about the effect of an illegal pledge. The federal courts have many times held and in cases as recent as *Sneeden* v. *City of Marion*, *supra*, and *Texas & Pacific Ry.* v. *Pottorff*, *supra*, that payments voluntarily made by an officer of the United States under mistake of law can be recovered. Said the court in *City of Marion* v. *Sneeden*, *supra*: "Since the herein bank was without power to make the pledge of bonds here in question, its Receiver is entitled to recover them unconditionally in order that they may be administered for the benefit of the general creditors of the bank." *Leonard* v. *Gage*, 94 F. (2d) 19; *Redfield Independent School Dist.* v.

Schnetzer, 94 F. (2d) 257; *O'Connor* v. *Rhodes*, 79 F. (2d) 146; *Granzow* v. *Village of Lyons, Ill.*, 89 F. (2d) 83, and many other cases are to the same effect. The instant case does not come within the purview of *Erie Ry. Co.* v. *Harry J. Thompkins*, decided April 25, 1938, unreported. The regulation of the conduct of the federal banks is peculiarly in the power of the federal government. As seen, the courts have interpreted the power of national banks with respect to payments made under mistake of law. The subject matter itself does not involve a question of the law of the State of New York as declared by its courts.

No notice of claim or intention to sue was served. This was not required. Defendant claims it was by virtue of the language in Sections 64 and 244 of the Second-Class Cities Law of the State of New York (Chap. 55 Laws of 1909). Section 64 contains no provision with reference to any suits brought on claims. Its language is in no wise applicable to a claim such as made here. *Marcy* v. *City of Syracuse*, 199 A. D. 246. Section 244 provides that the city shall not be liable in certain cases unless a claim in writing and notice of intention to sue have been given. The section applies only to suits sounding in tort. It is applicable only to an action "for damages or injuries to person or property * * * alleged to have been caused or sustained * * * by or because of any omission of duty, wrongful act, fault, negligence, misfeasance or negligence * * *." *Marcy* v. *City of Syracuse, supra.* Citation is made of *Reining* v. *City of Buffalo*, 102 N. Y. 308, in which it was said: "It attaches to all actions whatsoever * * *." That case construed a City of Buffalo Charter which was entirely different in effect from the Second-Class City Charter Law Sec. 244. In *Thamann* v. *City of Rochester*, 256 N. Y. 165, it was said: "The statute tells us that notice shall be given whenever damages are demanded, whether the claim is one 'arising at law or in equity,' * * *," and opinions in several cases

in the courts of New York State. Examination of each of these will disclose that each is an action in tort or sounding in tort.

The deposit in the aforesaid "Nepperhan Sewer Fund, City of Yonkers" was of moneys received, by the City of Yonkers from the County of Westchester, for the sale of a public sewer. Westchester County Sewer Act, Chapter 603 of the Laws of 1926, as amended by Chapter 658 of the Laws of 1927, and Section 13, provides that the Sewer Commission may purchase existing sewerage works and that the amount paid therefor be used by the municipality, City of Yonkers, first to pay outstanding obligations against sewerage work sold and second, the remainder to be credited to general fund of the municipality. There would seem to be little doubt that this is a deposit of public funds. However, it makes no difference whether it is a public or private fund. Pledging of assets to secure private deposits is without authority in law. *Texas & Pacific Ry.* v. *Pottorff*, *supra*; *Buckley* v. *Southwestern National Bank*, 88 F. (2d) 263; *State Bank of Commerce* v. *Stone*, *supra*. What has heretofore been said with reference to the other deposits made with the bank is applicable to this particular deposit.

I find:

(Findings printed at pages 159, 160.)

This opinion is to be taken asand for the Findings of Fact and Conclusions of Law required by the Practice. Any deficiency in this respect may be supplied by the submission to the Court of additional findings and the signing thereof by the Court.

June 8, 1938.

JOHN KNIGHT,
United States District Judge.

Filed on or about June 13, 1938.

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Judgment.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation,
Plaintiff,

against

THE CITY OF YONKERS,
Defendant.

L. 64-51.

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The issues in this action having been regularly brought on for trial before Hon. John Knight, District Judge, on the 5th and 6th days of January, 1938, without a jury, and the plaintiff having appeared by Benjamin W. Moore, his attorney, and Milton L. Romm, of counsel, and the defendant having appeared by Leonard G. McAneny, Esq., Corporation Counsel, and Morris L. Rosenwasser, Esq. and Harold T. Garrity, Esq., Assistant Corporation Counsels, 591
and the court having heard the allegations and proofs of the parties and having filed its opinion dated June 8, 1938 and its findings dated July 18, 1938, directing judgment as hereinafter stated, and the costs of the plaintiff having been duly taxed at $74.15,

Now, on motion of Benjamin W. Moore, attorney for the plaintiff, it is

ADJUDGED that the plaintiff, Walter F. Downey, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation, do recover of the defendant, The City of Yonkers, the sum of $138,551.88 together with inter-

est thereon in the sum of $21,344.71 and the sum of $74.15 costs as taxed, making in all the sum of $159,970.74, and that the plaintiff have execution therefor against the defendant, The City of Yonkers.

Judgment signed this 5th day of August, 1938.

CHARLES WEISER,
Clerk.

Opinion of Court on Applicability of Rules of Civil Procedure.

The motion in each of these cases for an order limiting exceptions herein pursuant to new Rule 46 is denied. Irrespective of the question of whether new Rule 86 applies to actions in which final judgment had been entered prior to the effective date of the new rules, it is my view that the application of the new rules would not be feasible and work injustice to the defendant (*sic*).

An order may be submitted to conform to this communication.

JOHN KNIGHT,
U. S. D. J.

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Order Denying Motion to Apply New Rules on Appeal.

At a Stated Term of the District Court of the United States for the Southern District of New York, held at the Court House thereof in the Borough of Manhattan, City of New York, on the 18th day of October, 1938.

Present:

HON. JOHN KNIGHT,
District Judge.

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WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation.
Plaintiff,

against

THE CITY OF YONKERS,
Defendant.

L. 64-51.

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The defendants having moved this Court for an order invoking the application of the Federal Rules of Civil Procedure to this action with respect to Rule 46 eliminating the necessity for exceptions and Rule 73 eliminating the necessity of assignments of error, and said motion having been submitted by Leonard G. McAneny, Esq., attorney for the defendants, and by Benjamin W. Moore, attorney for the plaintiff, by Milton L. Romm, of counsel,

Now, on reading and filing the notice of motion dated the 20th day of September, 1938 and the affidavit of Leonard G. McAneny, thereto annexed, verified the 20th day of Sep-

598 *Petition and Order Allowing Appeal.*

tember, 1938, in support of said motion, and the affidavit of Benjamin W. Moore, verified the 3rd day of October, 1938, in opposition thereto, it is

ORDERED, that the motion be and it hereby is in all respects denied.

JOHN KNIGHT,
District Judge.

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Petition and Order Allowing Appeal.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation,
Plaintiff,

against

600 THE CITY OF YONKERS,
Defendant.

L. 64-51.

To the Honorable William Bondy, Judge of the District Court, sitting for the Southern District of New York:

Now comes the defendant-appellant, The City of Yonkers, by Leonard G. McAneny, its attorney, and feeling itself aggrieved by the judgment of this Court entered on the 5th day of August, 1938, hereby prays that an appeal may

be allowed to it from said judgment, to the United States Circuit Court of Appeals for the Second Circuit, and that citation issue, and, in connection with this petition, petitioner herewith presents its assignment of errors.

Petitioner further prays that an order be made fixing the amount of the bond to be given by defendant for costs, and a proper transcript of the record of proceedings and papers upon which said judgment was made, duly authenticated, shall be transmitted to the United States Circuit Court of Appeals for the Second Circuit.

Dated: Yonkers, New York, October 28th, 1938.

LEONARD G. MCANENY,
Corporation Counsel,
Attorney for defendant-appellant.

The above appeal is hereby allowed.

Dated: New York, N. Y., October 31st, 1938.

WM. BONDY,
U. S. D. J.

A bond for costs in the usual form was duly approved and filed in the office of the Clerk of the Court on October 31, 1938.

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Assignments of Error and Prayer for Reversal.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation,

Plaintiff,

against

THE CITY OF YONKERS,

Defendant.

L. 64-51.

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Now comes the defendant-appellant, The City of Yonkers, by Leonard G. McAneny, Corporation Counsel, its attorney, and submits, presents and files its assignments of error complained of and says:

That in the records and proceedings of the Honorable United States District Court for the Southern District of
606 New York in a certain action entitled "Walter F. Downey, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation, plaintiff, against The City of Yonkers, defendant", and in the determination of the issues raised, there is manifest error to the injury and prejudice of the said appellant, and for such error the appellant assigns the following:

1. The said Court erred in ruling that the pledge of assets by The First National Bank and Trust Company of Yonkers to secure deposits by the City of Yonkers in the account "Treasurer, City of Yonkers", in the sum of $275,105.53 was illegal and *ultra vires*.

2. The said Court erred in ruling that the pledge of assets by The First National Bank and Trust Company of Yonkers to secure deposits by the City of Yonkers in the account "City of Yonkers", in the sum of $1,502.74 was illegal and *ultra vires.*

3. The said Court erred in ruling that the pledge of assets by The First National Bank and Trust Company of Yonkers to secure deposits by the City of Yonkers in the account "Nepperhan Sewer Fund", in the sum of $621.88 was illegal and *ultra vires.*

4. The said Court erred in failing to find that The First National Bank and Trust Company of Yonkers was solvent on March 4, 1933.

5. The said Court erred in failing to find that The First National Bank and Trust Company of Yonkers was solvent on March 6, 1933.

6. The said Court erred in failing to find that The First National Bank and Trust Company of Yonkers was solvent on March 9, 1933.

7. The said Court erred in failing to find that The First National Bank and Trust Company of Yonkers was solvent on March 20, 1933.

8. The said Court erred in failing to find that from March 6, 1933 to March 20, 1933 The First National Bank and Trust Company of Yonkers was under the management and control of its own officers.

9. The said Court erred in failing to find that from March 6, 1933 to March 20, 1933 The First National Bank and Trust Company of Yonkers was permitted to transact

such business as any other bank was permitted to transact under the Presidential Proclamations of March 6th and 9th, 1933.

10. The said Court erred in failing to find that from March 6, 1933 to March 20, 1933 The First National Bank and Trust Company of Yonkers had the right to make payments on account of payroll checks drawn against funds deposited prior to March 4, 1933.

611 11. The said Court erred in failing to find that on March 28, 1933 Percival W. Trudeau in consideration (1) of the City of Yonkers' releasing its lien upon the assets of The First National Bank and Trust Company of Yonkers deposited with the City, (2) of the City's not foreclosing its said lien in the state courts, (3) of the City's surrendering the said assets so deposited, agreed with the City of Yonkers that he would pay out the funds of the City of Yonkers remaining on deposit with The First National Bank and Trust Company provided the City would return the bonds deposited with the City as security as the funds were paid out.

612 12. The said Court erred in failing to find that on March 28, 1933 pursuant to the said agreement between Percival W. Trudeau and the City of Yonkers, the City of Yonkers, in consideration of said agreement and in reliance thereon, surrendered to The First National Bank and Trust Company of Yonkers, by delivery to said Percival W. Trudeau, Conservator, bonds held by the said City as security for its deposits of the par value of $197,000.

13. The said Court erred in failing to find that the moneys paid out of the account "Treasurer, City of Yonkers", by The First National Bank and Trust Company of

Yonkers were payments made in the regular course of business of such bank.

14. The said Court erred in failing to find that the money paid out of the account "City of Yonkers", by The First National Bank and Trust Company of Yonkers were payments made in the regular course of business of such bank.

15. The said Court erred in failing to find that the money paid out of the account "Nepperhan Sewer Fund", by The First National Bank and Trust Company of Yonkers 614
were payments made in the regular course of business of such bank.

16. The said Court erred in failing to find that between March 29, 1933 and January 23, 1934 pursuant to the said agreement between Percival W. Trudeau and the City of Yonkers, the City of Yonkers, in consideration of said agreement and in reliance thereon, surrendered to The First National Bank and Trust Company of Yonkers, by delivering to said Percival W. Trudeau, Conservator, bonds held by the said City as security for its deposits, of the par value of $337,000 on the dates and in the amounts as 615
follows:

Date	Amount
April 3, 1933	$193,000
April 7, 1933	40,000
May 4, 1933	90,000
May 16, 1933	10,000
July 20, 1933	4,000

leaving $1,000 of said bonds in the hands of the City of Yonkers.

616 *Assignments of Error and Prayer for Reversal.*

17. The said Court erred in failing to find that the City of Yonkers was a secured depositor to the extent of deposits in the account "Treasurer, City of Yonkers", in the sum of $275,105.53.

18. The said Court erred in failing to find that the City of Yonkers was a secured depositor to the extent of deposits in the account "City of Yonkers", in the sum of $1,502.84.

19. The said Court erred in failing to find that the City of Yonkers was a secured depositor in the account "Nepper-
617 han Sewer Fund", in the sum of $621.88.

20. The said Court erred in failing to find that the City of Yonkers had a good, valid and subsisting lien upon the assets of The First National Bank and Trust Company deposited with said City as security for the deposits of said City.

21. The said Court erred in failing to find that The First National Bank and Trust Company of Yonkers was solvent at all times prior to January 23, 1934.

618 22. The said Court erred in failing to find that all of the moneys paid by The First National Bank and Trust Company of Yonkers out of the accounts "Treasurer, City of Yonkers", "City of Yonkers" and "Nepperhan Sewer Fund", were paid while said bank was solvent.

23. The said Court erred in failing to find that the Treasurer of the City of Yonkers is and was a person receiving and depositing moneys belonging to the State of New York.

24. The said Court erred in failing to make the conclusion of law that the appointment of Percival W. Trudeau

as Conservator of The First National Bank and Trust Company of Yonkers did not create a presumption that said bank was insolvent.

25. The said Court erred in failing to make the conclusion of law that the appointment of Louis D. Rossire as successor Conservator of The First National Bank and Trust Company of Yonkers did not create a presumption that said bank was insolvent.

26. The said Court erred in failing to make the conclusion of law that solvency is presumed until the contrary is proved. 6

27. The said Court erred in failing to make the conclusion of law that The First National Bank and Trust Company of Yonkers is presumed to have been solvent until the contrary is proved.

28. The said Court erred in failing to make the conclusion of law that the plaintiff failed to overcome the presumption that The First National Bank and Trust Company of Yonkers was solvent at all times prior to March 20, 1933. 6

29. The said Court erred in failing to make the conclusion of law that the plaintiff failed to overcome the presumption that The First National Bank and Trust Company of Yonkers was solvent at all times prior to January 23, 1934.

30. The said Court erred in failing to make the conclusion of law that the plaintiff is not entitled to recover deposits of the City of Yonkers paid out by The First National Bank and Trust Company of Yonkers prior to its insolvency.

622 *Assignments of Error and Prayer for Reversal.*

31. The said Court erred in failing to make the conclusion of law that the rights of general creditors of The First National Bank and Trust Company of Yonkers became fixed upon the insolvency of said bank.

32. The said Court erred in failing to make the conclusion of law that the plaintiff has failed to prove a cause of action for the return of moneys paid by The First National Bank and Trust Company of Yonkers to the City of Yonkers prior to March 20, 1933.

623 33. The said Court erred in failing to make the conclusion of law that the plaintiff has failed to prove a cause of action for the return of moneys paid by The First National Bank and Trust Company of Yonkers to the City of Yonkers prior to January 23, 1934.

34. The said Court erred in failing to make the conclusion of law that the negotiation of a settlement of claims against The First National Bank and Trust Company of Yonkers, including the payment of deposits to obtain the release of securities pledged to secure the sum was within the scope of the authority of Percival W. Trudeau as Con-
624 servator of said bank.

35. The said Court erred in failing to make the conclusion of law that the agreement of March 28, 1933 between Percival W. Trudeau as Conservator of The First National Bank and Trust Company of Yonkers and the City of Yonkers was based upon a good and valid consideration.

36. The said Court erred in failing to make the conclusion of law that the agreement of March 28, 1933 between Percival W. Trudeau as Conservator of The First National Bank and Trust Company of Yonkers and the City of Yonkers constituted an accord and satisfaction.

37. The said Court erred in failing to make the conclusion of law that the plaintiff is bound by the agreements or contracts made in the collection of the assets of The First National Bank and Trust Company of Yonkers by the agents of the Comptroller of the Curreney.

38. The said Court erred in failing to make the conclusion of law that national banks are subject to the laws of the State of New York in their dealings with persons, firms or corporations within the State of New York.

39. The said Court erred in failing to make the conclusion of law that the validity, force and effect of the agreement of March 28, 1933 between Percival W. Trudeau, as Conservator of The First National Bank and Trust Company of Yonkers, and the City of Yonkers is determined by the laws of New York, the place of making.

40. The said Court erred in failing to make the conclusion of law that the City of Yonkers was entitled to a preference in the payment of its funds upon liquidation of The First National Bank and Trust Company of Yonkers.

41. The said Court erred in failing to make the conclusion of law that under the law of the State of New York state banking institutions therein are authorized to give security for the safekeeping and prompt payment of deposits of the state, and of cities and of all other political subdivisions thereof, in such banks.

42. The said Court erred in failing to make the conclusion of law that The First National Bank and Trust Company of Yonkers was authorized by law to give security for the safekeeping and prompt payment of public funds deposited with it by the City of Yonkers.

628 *Assignments of Error and Prayer for Reversal.*

43. The said Court erred in failing to make the conclusion of law that The First National Bank and Trust Company of Yonkers' deposit of assets with the City of Yonkers as security for the said City's deposit of public funds was lawful.

44. The said Court erred in failing to make the conclusion of law that the pledge of assets by The First National Bank and Trust Company of Yonkers to secure, among other deposits, deposits by the City of Yonkers in the accounts "Treasurer, City of Yonkers", in the sum of
629 $275,105.53, "City of Yonkers", in the sum of $1,502.84, "Nepperhan Sewer Fund" in the sum of $621.88, was lawful.

45. The said Court erred in failing to make the conclusion of law that the City of Yonkers was a secured depositor of The First National Bank and Trust Company of Yonkers.

46. The said Court erred in failing to make the conclusion of law that if the agreement that the bonds deposited by The First National Bank and Trust Company of Yonkers
630 with the City of Yonkers should serve as security for all of said City's deposits was beyond the powers of the said banks, the rights and obligations of the plaintiff and defendant arising therefrom are determined by the laws of the State of New York.

47. The said Court erred in failing to make the conclusion of law that in order to repossess itself of the assets given to secure the deposits of the City of Yonkers, The First National Bank and Trust Company of Yonkers, its Conservators and Receivers, were required to pay in full said deposits to the City of Yonkers.

48. The said Court erred in failing to make the conclusion of law that the payments of deposits between March 4, 1933 and March 20, 1933 to the City of Yonkers by The First National Bank and Trust Company of Yonkers were "permitted" payments allowed under the authority of the Proclamation of the President of March 6, 1933, the Executive Order of March 10, 1933, and Regulation #10 of the Secretary of the Treasury.

49. The said Court erred in failing to make the conclusion of law that the payments of deposits between March 20, 1933 and March 28, 1933 to the City of Yonkers by the Conservator of The First National Bank and Trust Company of Yonkers were "permitted" payments allowed under the authority of the Proclamation of the President of March 6, 1933, the Executive Order of March 10, 1933, and Regulation #10 of the Secretary of the Treasury.

50. The said Court erred in failing to make the conclusion of law that the payments of deposits between March 28, 1933 and January 23, 1934 to the City of Yonkers by the Conservator and successor Conservator of The First National Bank and Trust Company of Yonkers were "permitted" payments allowed under the authority of the Proclamation of the President of March 6, 1933, the Executive Order of March 10, 1933, and Regulation #10 of the Secretary of the Treasury.

51. The said Court erred in failing to make the conclusion of law that the law of the State of New York gives a creditor a lien upon assets deposited with such creditor as security for the indebtedness.

52. The said Court erred in failing to make the conclusion of law that the City of Yonkers had a good, valid and

subsisting lien upon the assets of The First National Bank and Trust Company of Yonkers deposited with said City as security for the deposits of said City.

53. The said Court erred in failing to make the conclusion of law that this action was not commenced within the time limited by law.

54. The said Court erred in failing to make the conclusion of law that the City of Yonkers is prohibited by law from paying the claim alleged in the complaint.

635

55. The said Court erred in failing to make the concluclusion of law that the City of Yonkers is prohibited by law from paying any claims unless a claim therefor, verified by or on behalf of the plaintiff, and approved by the head of the department or officer whose action gave rise or origin to the claim shall have been presented to the comptroller, and shall have been audited and allowed by him.

56. The said Court erred in failing to make the conclusion of law that the City of Yonkers is not liable in a civil action for damages or injuries to person or property, or
636 invasion of personal or property rights, of any name or nature whatsoever, arising at law or in equity, alleged to have been caused or sustained by or because of any omission of duty, wrongful act, fault, neglect, misfeasance or negligence on the part of the City, or of its agents, officers or employees, unless a claim therefor in writing, verified by the oath of the claimant, shall within three months after the happening of the accident or injury or the occurrence of the act, omission, pledge or neglect out of which or on account of which the claim arose, be presented to the Common Council and served upon the Mayor or City Clerk and notice of intention to commence an action thereon be served

upon the Corporation Counsel, nor unless an action shall be commenced thereon within one year after the happening of such accident or injury or occurrence of such act, omission, fault or neglect.

57. The said Court erred in finding that The First National Bank and Trust Company was insolvent as of the 6th day of March, 1933, and that the rights of the general creditors of The First National Bank and Trust Company became fixed as of March 6, 1933.

638

58. The said Court erred in finding that all of the payments by the Conservator and the deposits aforesaid of the City of Yonkers were made with the view to the preference of the City of Yonkers over other creditors of The First National Bank and Trust Company.

59. The said Court erred in finding that the payments of such deposits by the Conservator of The First National Bank and Trust Company to the City of Yonkers were not "permitted" payments as allowed under the authority of the Proclamation of the President of March 6, 1933, the Executive Order of March 10, 1933, and Regulation #10 of the Secretary of the Treasury.

639

60. The said Court erred in finding that no service of any notice of claim or of intention to sue by The First National Bank and Trust Company, through its receiver, was required.

61. The said Court erred in finding that the payments aforesaid by The First National Bank and Trust Company to the City of Yonkers were voluntarily made under mistake of law by an officer of the Court and are recoverable.

640 *Assignments of Error and Prayer for Reversal.*

62. The said Court erred in finding that the plaintiff is entitled to recover of the defendant the sum of $138,551.88, with interest from April, 1936.

63. The said Court erred in finding that the plaintiff is entitled to recover interest at the rate of 6% per annum on the sum of $166,262.26 from May 1, 1936 to November 2, 1937, and interest at the same rate on the sum of $138,551.88 from November 3, 1937 to the date of the judgment.

64. The said Court erred in finding that the payments
641 by the bank prior to the appointment of the Conservator of the deposits of the City of Yonkers were made with the view to the preference of the City of Yonkers over other creditors of The First National Bank and Trust Company of Yonkers.

65. The said Court erred in finding that the payments by the bank prior to the appointment of the Conservator of such deposits were not "permitted" payments as allowed under the authority of the Proclamation of the President of March 6, 1933, the Executive Order of March 10, 1933 and Regulation #10 of the Secretary of the Treasury.

642

66. The said Court erred in finding that no statute of the State of New York confers upon state banks the general power to pledge assets to secure deposits of political subdivisions of the state.

67. The said Court erred in finding that no statute of the State of New York confers upon state banks the specific power to pledge assets to secure deposits of the City of Yonkers.

68. The said Court erred in finding that under the common law of the State of New York, as declared by its highest

court, state banks lack the power to pledge assets to secure deposits of political subdivisions of the state.

69. The said Court erred in finding that no applicable ordinance or local law of the City of Yonkers confers upon any bank the power to secure deposits of the City of Yonkers.

70. The said Court erred in overruling the defendant's objection to the introduction in evidence of Plaintiff's Exhibits 1 and 2. 644

71. The said Court erred in overruling the defendant's objection to the following:

"Q. Do you recall March 4, 1933? A. Yes.

Q. What day of the week was that? A. Saturday.

Q. Was the bank open for any kind of business on that day? A. No.

Mr. McAneny: I object to that on the ground that the witness is not qualified, not being an officer of the institution and not being otherwise qualified to answer that question, and that the question 645
calls for a conclusion of the witness, and that it is incompetent, irrelevant and immaterial, and the answer could not be binding on the defendant.

The Court: He can show what position he held.

Mr. Moore: He was assistant cashier on that day, in the employ of the bank.

The Court: He was an assistant cashier and did some work there?

Mr. Moore: Yes.

The Witness: Yes.

The Court: You can show where he was on March 4th.

646 *Assignments of Error and Prayer for Reversal.*

Q. Where were you on March 4th? A. In the bank.

Q. Was the bank open for any kind of business on that day?

Mr. McAneny: I object to the question as calling for a conclusion. He can state whether business was done and what business was done, if he has knowledge of it.

The Court: I assume this calls for his personal knowledge.

647 Mr. McAneny: And I object to it, your Honor, as the wording of the question is whether the bank was open for business. That calls for a legal conclusion.

Mr. Moore: It does not. He would know whether the bank is closed or whether the bank is open.

Mr. McAneny: I object.

The Court: I think it is a statement of fact. Objection overruled; exception to the defendant."

72. The said Court erred in overruling the defendant's
648 objection to the following:

"Q. Mr. Power, did the bank ever again open for regular business?

Mr. McAneny: I object to that upon the same ground, as calling for a conclusion. The witness is not qualified, and it does not ask for a statement of fact.

The Court: I do not know whether he has been employed there continuously since that time.

Mr. Moore: Yes, he said he had been employed by the bank and then by the conservators.

The Court: Overruled.
Mr. McAneny: Exception."

73. The said Court erred in denying the defendant's motion to dismiss the complaint made at the close of the plaintiff's case.

74. The said Court erred in denying the defendant's motion to dismiss the complaint made at the conclusion of the whole case.

WHEREFORE, said defendant-appellant respectfully prays:

1. That the judgment entered in said action be reversed.

2. That judgment be entered in favor of the defendant with costs in all courts.

3. That the lower court be directed to enter judgment in favor of the defendant with costs in all courts.

4. That said defendant-appellant have such other, further, or different relief as may be just.

Dated: October 28th, 1938.

LEONARD G. MCANENY,
Corporation Counsel,
Attorney for defendant-appellant.

652 **Citation.**

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation,
Plaintiff,

against

653 THE CITY OF YONKERS,
Defendant.

L. 64-51.

To Walter F. Downey, as Receiver of the First National Bank and Trust Company of Yonkers, in liquidation, Appellee, and Benjamin W. Moore, his attorney,

GREETING:

You are hereby cited and admonished to be and appear before the United States Circuit Court of Appeals for the Second Circuit held at Federal Courthouse, in the Borough of Manhattan, City and State of New York, within thirty
654 days from the date hereof, pursuant to an appeal filed in the office of the United States District Court, Southern District of New York, at New York, N. Y., wherein the City of Yonkers is appellant and Walter F. Downey, as Receiver of the First National Bank and Trust Company of Yonkers, in liquidation is appellee, to show cause, if any there be, why the judgment entered herein on the 5th day of August, 1938, should not be corrected and why speedy justice should not be done to the parties in that behalf.

WITNESS, the Honorable William Bondy, Judge of the District Court of the United States, sitting for the Southern District of New York, on this 31st day of October, 1938.

WM. BONDY,
U. S. D. J.

Notice of Appeal.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation,
Plaintiff,
against
THE CITY OF YONKERS,
Defendant.

L. 64-51.

To Charles Weiser, Clerk of the United States District Court, Southern District of New York:

Sir:

Notice is hereby given that The City of Yonkers, defendant above named, hereby appeals to the Circuit Court of Appeals for the Second Circuit from the final judgment entered in this action on August 5, 1938.

Dated, New York, N. Y., October 31, 1938.

LEONARD G. MCANENY,
Corporation Counsel, Attorney for Defendant,
Office & P. O. Address,
City Hall,
Yonkers, New York.

658

Stipulation and Order Extending Time to File Record.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation,
Plaintiff,

659

against

THE CITY OF YONKERS,
Defendant.

L. 64-51.

WHEREAS, an appeal was allowed the defendant herein on the 31st day of October, 1938, and

WHEREAS, the time of the said defendant to docket this case and file the transcript of record on appeal herein with the Clerk of the United States Circuit Court of Appeals for the Second Circuit will expire on November 30, 1938, now therefore,

660

IT IS STIPULATED AND AGREED, by and between the parties hereto that the time of the defendant to docket this case and file the transcript of record thereof with the Clerk of the United States Circuit Court of Appeals for the Second Circuit be and the same hereby is extended to December

15, 1938 and an order to this effect may be entered by either party without notice.

Dated: Yonkers, New York, November 23, 1938.

BENJ. W. MOORE,
Attorney for Plaintiff.

LEONARD G. MCANENY,
Corporation Counsel,
Attorney for Defendant.

662

On reading and filing the foregoing stipulation, it is

ORDERED, that the time of the defendant to docket the above entitled case and file the transcript of record thereof with the Clerk of the United States Circuit Court of Appeals for the Second Circuit be and the same hereby is extended to December 15, 1938.

Dated: New York, N. Y., November 23, 1938.

CHARLES WEISER,
Clerk, U. S. District Court,
Southern District of New York.

663

664

Stipulation and Order Settling Record.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation,
Plaintiff,

against

665

THE CITY OF YONKERS,
Defendant.

L. 64-51.

IT IS HEREBY STIPULATED AND AGREED, that the foregoing is a true copy of the transcript of the record of the District Court in the above entitled matter as agreed upon by the parties.

Dated: Yonkers, New York, November 29, 1938.

BENJ. W. MOORE,
Attorney for Plaintiff.

666

LEONARD G. MCANENY,
Corporation Counsel,
Attorney for Defendant.

On reading the foregoing stipulation, it is

ORDERED, that the foregoing printed record be filed in lieu of the original appeal papers for the purpose of certifying a record on appeal.

Dated: New York, N. Y., December 3rd, 1938.

VINCENT L. LEIBELL,
U. S. D. J.

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Clerk's Certificate.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

WALTER F. DOWNEY, Receiver of The First National Bank and Trust Company of Yonkers, in liquidation,
Plaintiff,
against
THE CITY OF YONKERS,
Defendant.

L. 64-51.

668

I, CHARLES WEISER, Clerk of the District Court of the United States of America for the Southern District of New York, do hereby certify that the foregoing is a correct copy of the printed transcript of the record of the said District Court in the above entitled matter.

IN TESTIMONY WHEREOF, I have caused the seal of the said Court to be hereunto affixed at the City of New York in the Southern District of New York this 5th day of December, in the year of our Lord one thousand nine hundred and thirty-eight and of the Independence of the United States the one hundredth and sixty-third year.

669

CHARLES WEISER,
Clerk.

(SEAL)

670

Opinion.

UNITED STATES CIRCUIT COURT OF APPEALS

FOR THE SECOND CIRCUIT.

WALTER F. DOWNEY, Receiver of The First National Bank & Trust Company of Yonkers, in liquidation,
Plaintiff-Appellee,
against
THE CITY OF YONKERS,
Defendant-Appellant.
No. 230.

671

WALTER F. DOWNEY, Receiver of The First National Bank & Trust Company of Yonkers, in liquidation,
Plaintiff-Appellee,
against
JOSEPH F. LOEHR, Mayor; JAMES J. HUSHION, Comptroller, and DENNIS M. MORRISSEY, Commissioner of Public Safety of The City of Yonkers, constituting the Board of Trustees of the Police Pension Fund of the City of Yonkers,
Defendants-Appellants.
No. 231.

672

WALTER F. DOWNEY, Receiver of The First National Bank & Trust Company of Yonkers, in liquidation,
Plaintiff-Appellee,
against
JOSEPH F. LOEHR, Mayor; JAMES J. HUSHION, Comptroller, and DENNIS M. MORRISSEY, Commissioner of Public Safety of The City of Yonkers, constituting the Board of Trustees of the Firemen's Pension Fund of the City of Yonkers,
Defendants-Appellants.
No. 232.

Opinion.

673

WALTER F. DOWNEY, Receiver of The First National Bank & Trust Company of Yonkers, in liquidation,
Plaintiff-Appellee,
against
THE CITY OF YONKERS, as Trustee under the Last Will and Testament of Irvin Saunders of "The Saunders Trade School Fund",
Defendant-Appellant.
No. 233.

674

Before:

L. HAND, AUGUSTUS N. HAND and CHASE,
Circuit Judges.

Appeals from the United States District Court for the Southern District of New York.

From judgments in the several actions above-named that the Receiver of the First National Bank & Trust Company of Yonkers in Liquidation recover of the respective defendants therein fifty per cent. of certain moneys paid out by the Bank between March 8, 1933 and January 23, 1934, inclusive, on checks drawn on behalf of the various defendants, the latter appeal. Affirmed. 675

LEONARD G. MCANENY, Corporation Counsel, for Defendants-Appellants; LEONARD G. MCANENY, E. J. DIMOCK, MORRIS L. ROSENWASSER, J. DONALD RAWLINGS and HAROLD T. GARRITY, Counsel.

BENJAMIN W. MOORE, Attorney for Plaintiff-Appellee; BENJAMIN W. MOORE and MILTON L. ROMM, Counsel.

676 *Opinion.*

AUGUSTUS N. HAND, Circuit Judge:

The legal principles applicable to Action No. 230 against the City of Yonkers are determinative of the issues in the other three cases which need not, therefore, be separately discussed.

This is an action by the receiver of The First National Bank & Trust Company of Yonkers (herein called the Bank) against The City of Yonkers (herein called the City) to recover fifty per cent. of certain money paid out
677 by the Bank, between March 8, 1933, and January 23, 1934, inclusive, on the checks of the City. Since September 30, 1929, the Bank has been a national banking corporation organized and existing under the laws of the United States and the City a municipal corporation organized and existing by virtue of the laws of the State of New York.

On March 4, 1933 the City had funds on deposit in checking accounts in the Bank as follows:

(1) Treasurer of the City	$275,105.53
(2) City of Yonkers	1,502.84
678 (3) Nepperhan Sewer Fund of City of Yonkers	621.88

On March 4, 1933, the Governor of the State of New York proclaimed a bank holiday, and on March 6, 1933, the President of the United States proclaimed a bank holiday which was extended by further proclamation on March 9, 1933 and ratified by Congress on the latter date. The Bank never reopened for regular business after March 4, 1933 but operated under restrictions imposed by the Secretary of the Treasury until a Conservator was appointed. On March 30, 1933 the Comptroller of the Currency appointed a Conservator of the Bank and on Janu-

ary 23, 1934, appointed a receiver in liquidation. A dividend of 40% was made available to the general depositors of the Bank on December 16, 1933 and a second dividend of 10% was made available on November 3, 1937.

On March 4, 1933, the City held various bonds having a par value of $535,000 which had been delivered to it by the Bank as security for the above three accounts, among others. These bonds, to the amount at par of $534,000, were later returned in connection with withdrawals from the accounts.

By a series of withdrawals beginning on March 8, 1933 680
and ending on January 23, 1934, the City withdrew almost all of the balance in each of the three accounts as follows:

1. Account with Treasurer of City		$275,105.53
Withdrawals:		
March 8 to March 19	$ 89,226.06	
March 20 to March 27	67,735.99	
March 28 on	118,016.99	
Total		274,979.04
		681
2. Account with City of Yonkers		$ 1,502.84
Withdrawals:		
May 23 to July 21, 1933		1,502.84
3. Account with Sewer Fund		$ 621.88
Withdrawals:		
May 4, 1933		621.88

The complainant seeks to recover fifty per cent. of the above withdrawals on the ground that they constituted an unlawful preference within Sections 91 and 194, U. S. C. A., of the National Bank Act.

If the pledge of bonds to secure the deposits was authorized by the National Bank Act it is clear that the City had a valid lien on the bonds to the extent of its deposits and this action by the receiver must fail. *Lewis* v. *Fidelity Deposit*, 292 U. S. 559; *McNair* v. *Knott*, 302 U. S. 369. It is likewise settled that national banks have no
683 implied power to pledge assets to secure either private or public deposits, *Texas & Pac.* v. *Pottorff*, 291 U. S. 245; *Marion* v. *Sneeden*, 291 U. S. 262. Express authority for the pledge made in this case depends upon whether the requirements of the Act of June 25, 1930, 12 U. S. C. A., 90, have been met. That section provides that:

> "Any association may, upon the deposit with it of public money of a State or any political subdivision thereof, give security for the safekeeping and prompt payment of the money so deposited, of the same kind as is authorized by the law of the State in which such association is located in the case of
684 other banking institutions in the State."

The purpose of the Act of June 25, 1930 was to equalize the positions of national and state banks in competing for deposits, and is in line with a long series of acts, beginning in 1864, designed to apply the policy of equalization. *Lewis* v. *Fidelity Co.*, 292 U. S. 559, at 564-65.

It is conceded that there was no express statutory authority in New York authorizing state banks to give security for these deposits during the times involved. In the absence of express enabling statutes state banks in New York are not authorized to pledge assets to secure either private or public deposits, and it is the duty of the

Superintendent of Banks to compel them to recover any assets so pledged upon the return of the deposits when demanded. *State Bank of Commerce* v. *Stone*, 261 N. Y. 175, at 187-88. As was said by Judge Finch in his opinion in *City of Mt. Vernon* v. *Mt. Vernon Trust Co.*, 270 N. Y. 400, 406: "No question remains that this pledge by the defendant securing the deposit (of public money) was *ultra vires* as to both parties." So far as the Act of June 25, 1930 may be thought to require an authorization of state banks to make pledges as a prerequisite for pledges by national banks it does not apply here.

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But the law of New York is that pledges by state banks to secure deposits, even though *ultra vires*, may not be set aside until the deposits have been repaid in full, whether or not insolvency has intervened. *State Bank of Commerce* v. *Stone*, 261 N. Y. 175; *Mt. Vernon* v. *Mt. Vernon Trust Co.*, 270 N. Y. 400. The parties concede that the law of New York with respect to the effect of an *ultra vires* pledge does not bring the pledges here within the Act of June 25, 1930. The policy of the statute would appear to lead to the same conclusion. The Act was designed to equalize competition for public deposits and it does not appear to give national banks authority to do what the state banks are forbidden to do and what the State Superintendent of Banks is under a duty to undo. The banks of the State could not give security in a case like this without violating their charters; Congress could not have intended to meet that type of competition. The use of the term "authorized" in the Act accords with this view; a pledge which is "*ultra vires*" cannot be said to be "authorized".

687

The City argues, however, that the pledge made by the national bank in this case, even though not authorized and outside the scope of its charter powers, should be given the same effect as State law gives to similar pledges by State banks. Such a result would be contrary to the result reached in *Texas & Pac. Ry.* v. *Pottorff*, 291 U. S. 245, and

Marion v. *Sneeden*, 291 U. S. 262, in which the Court held that a national bank might recover assets which had been pledged to secure deposits even though the depositor would not be paid in full because of supervening insolvency of the bank.

The City says that these decisions are not controlling because in neither did it appear that the law of the State where the transaction occurred gave any different effect to an *ultra vires* pledge by a bank than that given under the federal law. Nevertheless both decisions make it plain, 689 that, unless the right to pledge is expressly granted by a federal statute, a pledge to secure deposits in national banks is wholly unauthorized and, as Justice Brandeis said in *Texas & Pacific Ry.* v. *Pottorff*, 291 U. S. 245, 255: "To permit the pledge would be inconsistent with many provisions of the National Bank Act which are designed to ensure, in case of disaster, uniformity in the treatment of depositors and a ratable distribution of assets. • • • This policy of equal treatment was held to preclude, in case of a national bank, even the preference under §3466 of the Revised Statutes which otherwise is accorded to the United States wher its debtor becomes insolvent. *Cook County National Bank* v. *United States*, 107 U. S. 445. The effect 690 of a pledge is to withdraw for the benefit of one depositor part of the fund to which all look for protection."

It is true that in spite of the foregoing general policy of the Act, Congress has seen fit to permit national banks to give security to depositors "of the same kind as is authorized by the law of the State", but it seems unreasonable to suppose that the general policy of the National Bank Act to prevent preferences is to be so limited as to permit hypothecations of assets that do not strictly fall within the statutory exceptions to a sound general rule requiring equal distribution of the assets of insolvent banks among all depositors. As we have already said the words

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"authorized by the law of the State" plainly relate to the authority of state banks under their charters and not to the effect to be given to their *ultra vires* acts. Under the law of New York, as it existed at the time the Bank became insolvent, there can be no doubt that the pledges were unauthorized. In *State Bank of Commerce* v. *Stone*, 261 N. Y. 175, and *Mt. Vernon* v. *Mt. Vernon Trust Co.*, 270 N. Y. 400, the Court of Appeals held that enforcement of the law prohibiting pledges to secure deposits lay with the State Superintendent of Banks who, under his statutory powers, should be alert to prevent such pledges and to undo them prior to the occurrence of insolvency. The Supreme Court in *Texas & Pacific Ry.* v. *Pottorff*, 291 U. S. 245, evidently felt that the supervisory power of the Comptroller of the Currency was not enough to insure adequate enforcement of the policy to prevent pledges but that they should be treated by the courts as wholly void. The question of the right of a national bank to pledge its assets to secure depositors and the effect to be given to such a pledge when once made are both clearly matters of national concern. The rule in some of the states (including New York) that a bank is estopped to rescind a pledge to a depositor until he is paid in full is directly in the face of the policy attributed to the National Bank Act in *Texas & Pacific Ry.* v. *Pottorff*, 291 U. S. 245, and *Marion* v. *Sneeden*, 291 U. S. 262. In this connection see *Merchants' National Bank* v. *Wehrmann*, 202 U. S. 295; *Concord First National Bank* v. *Hawkins*, 174 U. S. 364, 372; *California Bank* v. *Kennedy*, 167 U. S. 362.

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The rationale of the two cases cited from the New York Court of Appeals appears to be that a banking corporation organized under the laws of the State has certain actual powers outside the powers authorized by its charter and that its exercise of such *ultra vires* powers may create an estoppel not only against the corporation itself but also

against its general creditors. The measure of the powers of a national bank, on the other hand, is the statutory grant and powers not conferred by Congress are denied. The Act under which national banks are organized constitutes a complete system for their government. *Cook County Nat. Bank* v. *United States*, 107 U. S. 445, 448; *California Bank* v. *Kennedy*, 167 U. S. 362. The decision of the Supreme Court in *Texas & Pacific Ry.* v. *Pottorff*, 291 U. S. 245, 260-61, is based upon a holding that a national bank cannot exercise powers not granted so as to erect an
695 estoppel against the general creditors for whose benefit the limitation of powers was imposed. See *Concord First National Bank* v. *Hawkins*, 174 U. S. 364. If the problem here be viewed as depending upon the powers which a national bank can exercise it seems clear that the extent of its powers must be determined by an interpretation of the federal statute in the light of the policy therein expressed and that views of state courts on the powers of local corporations have no relevance except as Congress expressly makes them applicable. For the foregoing reasons the plaintiff receiver who represents the general creditors is not estopped to set aside the pledge that was made in this case.

696 The holding in *Willing* v. *Binenstock*, 302 U. S. 272, and *Scott* v. *Armstrong*, 146 U. S. 499, 510, that a setoff, allowed under the common law of a State to an insolvent bank is not objectionable as a preference, does not militate against avoiding the pledges here. The transactions in those cases were ones which the banks were authorized to make and the state law was followed because it did not conflict with the policy of the Bank Act. It is one thing to sanction a general rule of law which allows a depositor to set off his deposit against his indebtedness, it is another thing to sanction a preference based on a transaction forbidden by the Act.

While a national bank in some cases may be under a duty to return benefits it has received as the result of an *ultra vires* transaction (see *First National Bank* v. *Mott Iron Works*, 258 U. S. 240; *Citizens National Bank* v. *Appleton*, 216 U. S. 196), the rule if applicable here would not help the defendant since it would not be entitled to a preference against the other depositors of the insolvent bank in the absence of tracing a specific *res*. *Texas & Pacific Ry.* v. *Pottorff*, 291 U. S. 245, 261; *cf. Rankin* v. *Emigh*, 218 U. S. 27. It is well settled that the distribution of the assets of an insolvent national bank is governed by federal law and that state laws which attempt to create preferences which arise at the time of insolvency are to be disregarded. *Old Company's Lehigh, Inc.* v. *Meeker*, 294 U. S. 227; *Jennings* v. *United States Fidelity & Guaranty Co.*, 294 U. S. 216; *Davis* v. *Elmire Savings Bank*, 161 U. S. 275. 698

The City claims that the payments to it prior to the Conservatorship were not made "after the commission of an act of insolvency, or in contemplation thereof * * * with a view to the preference of one creditor to another * * *". The Bank was closed from March 4, 1933 to March 6, 1933 under proclamations by the Governor of New York and the President of the United States. Later it was permitted to operate under restrictions imposed by the Secretary of the Treasury. On March 20 a Conservator was appointed with the powers of a receiver as provided in 12 U. S. C. A., §203. On January 23, 1934, the Comptroller of the Currency on a finding of insolvency appointed a receiver. The Bank never opened for regular business after March 4, 1933. No attempt was made by the appellants to show any change in the Bank's condition after March 4, 1933. We hold that the facts indicated that the Bank would not be able to pay its depositors in due course and the trial court could properly draw the inference that the pay- 699

700 *Opinion.*

ments were in violation of 12 U. S. C. A., §91. See *Dehne* v. *Mine Safety Appliance Co.*, 94 F. (2d) 956 (C. C. A. 3); *cf. Kullman* v. *Wooley*, 83 F. (2d) 129 (C. C. A. 5); *Willing* v. *Eveloff*, 94 F. (2d) 344 (C. C. A. 3); *Hardee* v. *Washington Loan & Trust Co.*, 91 F. (2d) 314 (App. D. C.).

The payments made by the Conservator were recoverable on still another theory because made out of the assets of an insolvent under a mistake of law. *LaParr* v. *City of Rockford, Ill.*, 100 F. (2d) 564 (C. C. A. 7); *O'Connor* v. *Rhodes*, 79 F. (2d) 146, 152 (App. D. C.), aff'd. 297 U. S.
701 383. For the foregoing reasons the judgments in the four cases on appeal are affirmed.

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Order for Mandate.

UNITED STATES CIRCUIT COURT OF APPEALS,

SECOND CIRCUIT.

At a Stated Term of the United States Circuit Court of Appeals, in and for the Second Circuit, held at the United States Court House, in the City of New York, on the 22nd day of August, one thousand nine hundred and thirty-nine.

Present:

704

Hon. LEARNED HAND,
Hon. AUGUSTUS N. HAND,
Hon. HARRIE B. CHASE,
Circuit Judges.

WALTER F. DOWNEY, Receiver, etc.,
Plaintiff-Appellee,

vs.

THE CITY OF YONKERS,
Defendant-Appellant.

No. 230.

705

Appeal from the District Court of the United States for the Southern District of New York.

This cause came on to be heard on the transcript of record from the District Court of the United States for the Southern District of New York, and was argued by counsel.

ON CONSIDERATION WHEREOF, it is now hereby ordered, adjudged, and decreed that the judgment of said District Court be and it hereby is affirmed with interest and costs.

IT IS FURTHER ORDERED that a Mandate issue to the said District Court in accordance with this decree.

D. E. ROBERTS,
Clerk.

UNITED STATES CIRCUIT COURT OF APPEALS,

SECOND CIRCUIT.

WALTER F. DOWNEY, Receiver, etc.,

vs.

CITY OF YONKERS.

ORDER FOR MANDATE.

United States Circuit of Appeals,
Second Circuit,
Filed Aug. 22, 1939,
D. E. ROBERTS, Clerk.

Clerk's Certificate.

UNITED STATES OF AMERICA,

SOUTHERN DISTRICT OF NEW YORK.

I, D. E. ROBERTS, Clerk of the United States Circuit Court of Appeals for the Second Circuit, do hereby certify that the foregoing pages, numbered from 1 to 236, inclusive, contain a true and complete transcript of the record and proceedings had in said Court, in the case of

WALTER F. DOWNEY, Receiver, etc.,

Plaintiff-Appellee,

against

THE CITY OF YONKERS,

Defendant-Appellant.

as the same remain of record and on file in my office.

IN TESTIMONY WHEREOF, I have caused the seal of the said Court to be hereunto affixed, at the City of New York, in the Southern District of New York, in the Second Circuit, this eighteenth day of September, in the year of our Lord one thousand nine hundred and thirty-nine, and of the Independence of the said United States the one hundred and sixty-fourth.

[SEAL]

D. E. ROBERTS,
Clerk.

SUPREME COURT OF THE UNITED STATES

ORDER ALLOWING CERTIORARI—Filed December 18, 1939

The petition herein for a writ of certiorari to the United States Circuit Court of Appeals for the Second Circuit is granted.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to